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Counsel for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

SUNEDISON, INC., et al.,

Debtors.¹

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Chapter 11

Case No. 16-10992 (SMB)

(Jointly Administered)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's tax identification number are as follows: SunEdison, Inc. (5767); SunEdison DG, LLC (N/A); SUNE Wind Holdings, Inc. (2144); SUNE Hawaii Solar Holdings, LLC (0994); First Wind Solar Portfolio, LLC (5014); First Wind California Holdings, LLC (7697); SunEdison Holdings Corporation (8669); SunEdison Utility Holdings, Inc. (6443); SunEdison International, Inc. (4551); SUNE ML 1, LLC (3132); MEMC Pasadena, Inc. (5238); Solaicx (1969); SunEdison Contracting, LLC (3819); NVT, LLC (5370); NVT Licenses, LLC (5445); Team-Solar, Inc. (7782); SunEdison Canada, LLC (6287); Enflex Corporation (5515); Fotowatio Renewable Ventures, Inc. (1788); Silver Ridge Power Holdings, LLC (5886); SunEdison International, LLC (1567); Sun Edison LLC (1450); SunEdison Products Singapore Pte. Ltd. (7373); SunEdison Residential Services, LLC (5787); PVT Solar, Inc. (3308); SEV Merger Sub Inc. (N/A); Sunflower Renewable Holdings 1, LLC (6273); Blue Sky West Capital, LLC (7962); First Wind Oakfield Portfolio, LLC (3711); First Wind Panhandle Holdings III, LLC (4238); DSP Renewables, LLC (5513); Hancock Renewables Holdings, LLC (N/A); Everstream HoldCo Fund I, LLC (9564); Buckthorn Renewables Holdings, LLC (7616); Greenmountain Wind Holdings, LLC (N/A); Rattlesnake Flat Holdings, LLC (N/A); Somerset Wind Holdings, LLC (N/A); SunE Waiawa Holdings, LLC (9757); SunE MN Development, LLC (8669); SunE MN Development Holdings, LLC (5388); SunE Minnesota Holdings, LLC (8926); Terraform Private Holdings, LLC (5993); Hudson Energy Solar Corporation (3557); SunE REIT-D PR, LLC (5519); SunEdison Products, LLC (4445); SunEdison International Construction, LLC (9605); Vaughn Wind, LLC (4825); Maine Wind Holdings, LLC (1344); First Wind Energy, LLC (2171); First Wind Holdings, LLC (6257); and EchoFirst Finance Co., LLC (1607). The address of the Debtors' corporate headquarters is Two CityPlace Drive, 2nd floor, St. Louis, MO 63141.

NOTICE OF FILING OF THIRD PLAN SUPPLEMENT DOCUMENTS

PLEASE TAKE NOTICE that on June 12, 2017, SunEdison, Inc. and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) filed the *Amended Notice Of Filing Of Solicitation Version of First Amended Disclosure Statement for First Amended Joint Plan Of Reorganization Of SunEdison, Inc. And Its Debtor Affiliates* (Docket No. 3314), which attached as Exhibit A thereto the First Amended Joint Plan of Reorganization of SunEdison, Inc. and its Debtor Affiliates (the “Plan”).²

PLEASE TAKE NOTICE that on July 6, 2017, the Debtors filed the *Notice Of Filing Of Plan Supplement Documents* (Docket No. 3522) (the “First Plan Supplement”).

PLEASE TAKE NOTICE that on July 19, 2017, the Debtors filed the *Notice Of Filing Of Second Plan Supplement Documents And Disclosures Pursuant To Section 1129(A)(5) Of The Bankruptcy Code* (Docket No. 3661) (the “Second Plan Supplement”).

PLEASE TAKE FURTHER NOTICE that the First Plan Supplement is hereby amended (the “Third Plan Supplement,” and together with the First Plan Supplement and Second Plan Supplement, the “Plan Supplement”) with respect to the following exhibit, attached hereto as Exhibit A and as may be modified, amended, or supplemented from time to time:

Exhibit 7.1: Form of GUC/Litigation Trust Agreement

Exhibit 7.6: GUC/Litigation Trust Causes of Action

A redline version of this exhibit is attached hereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE that certain of these documents remain subject to continuing negotiations among the Debtors and interested parties with respect hereto. The Debtors reserve all rights to amend, modify, or supplement the Third Plan Supplement and

² Unless otherwise indicated, capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan.

any of the documents contained therein in accordance with the terms of the Plan. To the extent material amendments or modifications are made to any of these documents, the Debtors will file an amended version with the Bankruptcy Court prior to the Confirmation Hearing marked to reflect such amendments or modifications.

PLEASE TAKE FURTHER NOTICE that the Third Plan Supplement is integral to, part of, and incorporated by reference into the Plan; however, these documents have not been approved by the Bankruptcy Court at this time.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing is scheduled to commence at 10:00 a.m. (prevailing Eastern Time) on July 20, 2017, before the Honorable Stuart M. Bernstein, at the Bankruptcy Court, One Bowling Green, Courtroom 723, New York, New York 10004. This hearing may be continued by the Bankruptcy Court or by the Debtors without further notice other than by announcement of same in open court and/or by filing and serving a notice of adjournment.

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Dated: July 19, 2017
New York, New York

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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Counsel for Debtors and Debtors in Possession

EXHIBIT A

EXHIBIT 7.1

Form of GUC/Litigation Trust Agreement

This Litigation Trust Agreement (the “**Litigation Trust Agreement**”), dated as of _____, 2017 (the “**Effective Date**”),¹ by and among SunEdison, Inc. and certain of its affiliates (collectively, the “**Debtors**” and together with their non-Debtor affiliates, the “**Company**”) and Drivetrain, LLC, as the trustee (the “**Original Trustee**”), is executed in order to establish a litigation trust (the “**Litigation Trust**”) in connection with (i) the Committee Settlement incorporated as Annex II (the “**Committee Settlement**”) to the *Order (I) Authorizing Debtors to (a) Obtain Senior Secured, Superpriority, Replacement Postpetition Financing Pursuant to Bankruptcy Code Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e), and (b) Utilize Cash Collateral Pursuant to Bankruptcy Code Section 363, (II) Authorizing Use of Proceeds to Repay Existing Senior Secured Superpriority, Postpetition Financing, and (III) Granting Adequate Protection to Prepetition Secured Parties Pursuant to Bankruptcy Code Sections 361, 362, 363 and 364* [ECF No. 2880] (together with all exhibits and annexes thereto, including, without limitation, the Committee Settlement, the “**Final DIP Order**”) and (ii) the *First Amended Joint Plan of Reorganization of SunEdison Inc. and its Debtor Affiliates* [ECF No. 3314—Exhibit A to the Disclosure Statement] (as amended, the “**Plan**”), including the *Term Sheet for Settlement Among Debtors, Tranche B Roll Up Lenders/Steering Committee of Prepetition Second Lien Lenders and Noteholders, the Official Committee of Unsecured Creditors, and BOKF, N.A.* incorporated therein [ECF No. 3314—Exhibit 6.1 to the Plan] (the “**Global Settlement Term Sheet**”). Capitalized terms used in this Litigation Trust Agreement and not otherwise defined shall have the meanings ascribed to them in the Plan.

WITNESSETH

WHEREAS, commencing on April 21, 2016 and continuing from time to time thereafter, each Debtor commenced a case (collectively, the “**Chapter 11 Cases**”) by filing a petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the Southern District of New York (the “**Bankruptcy Court**”) which Chapter 11 Cases are jointly administered under case no. 16-10992 (SMB);

WHEREAS, on April 29, 2016, the United States Trustee for the Southern District of New York appointed an official committee of unsecured creditors (as may be reconstituted from time to time, the “**Creditors’ Committee**”) in the Chapter 11 Cases;

WHEREAS, on November 28, 2016, the Debtors funded \$10,000,000 into a segregated bank account with U.S. Bank National Association to be controlled by the Debtors for the benefit of the general unsecured creditors pending the establishment of the Litigation Trust;

WHEREAS, on May 1, 2017, the Bankruptcy Court entered the Final DIP Order, including the Committee Settlement attached thereto;

WHEREAS, on June 9, 2017, the Debtors, the Tranche B Roll Up Lenders/Steering Committee of Prepetition Second Lien Lenders and Noteholders (the “**Ad Hoc Group**”), the Creditors’ Committee, and BOKF, N.A. (“**BOKF**” or the “**Convertible Senior Notes Indenture Trustee**”) executed the Global Settlement Term Sheet;

¹ NTD: This draft contemplates that parties will enter into this agreement on the same day as the Effective Date for the Plan.

WHEREAS, on June 11, 2017, the Debtors filed the Plan;

WHEREAS, on July 6, 2017, the Debtors filed the [*Plan Supplement*] [ECF No. [NUMBER]] (the “**Plan Supplement**”);

WHEREAS, on [July 20, 2017], the Bankruptcy Court entered an order confirming the Plan [ECF No. [NUMBER]] (the “**Confirmation Order**”);

WHEREAS, the Litigation Trust is created pursuant to, and to effectuate certain provisions of, the Final DIP Order, the Committee Settlement contained therein, the Plan, and the Global Settlement Term Sheet, pursuant to which the Litigation Trust will hold the Litigation Trust Assets (as defined herein);

WHEREAS, the Litigation Trust is organized for the sole purpose of liquidating the Litigation Trust Assets in an expeditious but orderly manner for the benefit of the Litigation Trust Beneficiaries, including the investigation and prosecution of the Litigation Trust Causes of Action (as defined herein), with no objective to continue or engage in the conduct of a trade or business, except, to the extent reasonably necessary to effectuate, and consistent with, the liquidating purpose of the Litigation Trust;

WHEREAS, the Litigation Trust is intended to be classified for U.S. federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) and thus as a “grantor trust” within the meaning of Sections 671 through 677 of the Internal Revenue Code of 1986, as amended (the “**IRC**”), with the Litigation Trust Beneficiaries treated for U.S. federal income tax purposes as the grantors and owners of their respective shares of the Litigation Trust Assets (as defined herein), other than with respect to any assets allocable to, or retained on account of, Disputed Claims (*i.e.*, the GUC Disputed Claims Reserve); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, in the Final DIP Order, the Committee Settlement, the Plan, and the Global Settlement Term Sheet, the Debtors or, from and after the Effective Date, any successor thereto, by merger, consolidation, or otherwise (the “**Reorganized Debtors**”), the Creditors’ Committee and the Litigation Trustee (as defined herein) agree as follows:

ARTICLE 1

ESTABLISHMENT OF LITIGATION TRUST

1.1 Establishment of Litigation Trust; Appointment of Original Trustee and Litigation Trust Oversight Board.

(a) Pursuant to the Final DIP Order, the Committee Settlement contained therein, the Plan, and the Global Settlement Term Sheet, the Debtors and the Creditors’ Committee hereby establish a trust which shall be known as the “SunEdison Litigation Trust” on behalf of holders of Class A Litigation Trust Interests (including and subject to the rights of the Convertible Senior Notes Indenture Trustee) and Class B Litigation Trust Interests (each as

defined herein, and collectively, the “**Litigation Trust Beneficiaries**”) in accordance with the Plan and the Global Settlement Term Sheet.

(b) The Original Trustee is hereby appointed as trustee of the Litigation Trust and agrees to accept and hold the Litigation Trust Assets in trust for the Litigation Trust Beneficiaries subject to the terms of this Litigation Trust Agreement, the Plan, and the Confirmation Order. The Original Trustee and each successor trustee serving from time-to-time duly appointed hereunder (the “**Litigation Trustee**”) shall have all the rights, powers, and duties set forth herein. The term of the Original Trustee shall be for three (3) years, subject to an extension of such term by a majority vote of the Litigation Trust Oversight Board (as defined herein).

(c) A board created and selected by the Creditors’ Committee (the “**Litigation Trust Oversight Board**”) is hereby appointed to oversee the Litigation Trust and the activities of the Litigation Trustee. The Litigation Trust Oversight Board shall consist of three (3) members and each successor member serving from time-to-time duly appointed hereunder (each, a “**Litigation Trust Oversight Board Member**”), one of whom shall be the Litigation Trustee and a majority of whom shall be “United States persons” within the meaning of Section 7701(a)(30) of the IRC, and shall have all the rights, powers, and duties set forth herein. The term of each Litigation Trust Oversight Board Member, other than the Litigation Trustee (collectively, such other Litigation Trust Oversight Board Members, the “**Non-Trustee Oversight Board Members**”) shall be five (5) years, subject to an extension of such term by a majority vote of the Litigation Trust Oversight Board if the term of the Litigation Trust is extended beyond its original five (5) year term.

1.2 Transfer of Assets and Rights to Litigation Trustee.

(a) On the Effective Date, the Debtors, pursuant to terms of the Global Settlement Term Sheet, the Plan, and the Confirmation Order, hereby transfer, assign and deliver to the Litigation Trust, without recourse, all of their respective rights, title, and interests, free and clear of any and all Liens, Claims (other than Claims in the nature of setoff or recoupment), encumbrances or interests of any kind in such property of any other Person or Entity, in and to:

(i) all Causes of Action of the Debtors’ Estates as of the Effective Date, including all Estate Avoidance Actions (other than Avoidance Actions against the YieldCos and Avoidance Actions against the Prepetition First Lien Secured Parties and the Second Lien Creditors), to the extent such Causes of Action are not released or settled with the consent of the Creditors’ Committee, pursuant to Article 11.5 of the Plan or released or settled pursuant to an Order of the Bankruptcy Court (including the order approving the D&O Settlement Agreement [Docket No. 3453] (the “**D&O Settlement Approval Order**”))² or the Global Settlement Term

² For the avoidance of doubt, pursuant to the D&O Settlement Agreement and the D&O Settlement Approval Order, the only Estate Causes of Action against the Individual Defendants (as defined in the D&O Settlement Agreement) that are preserved for transfer to the Litigation Trust are preference actions that may be brought under section 547 of the Bankruptcy Code. To the extent any provision in the Plan (including this Litigation Trust Agreement and the other exhibits to the Plan Supplement) is inconsistent with the terms of the D&O Settlement Agreement or the D&O Settlement Approval Order, the D&O Settlement Agreement or the D&O Settlement Approval Order, as applicable, shall control.

Sheet prior to the Effective Date, including the Causes of Action set forth on **Exhibit A** (the **"Litigation Trust Causes of Action"**); and

(ii) Cash of \$57,500,000.00 representing the sum of (A) the initial funding for the Litigation Trust as contemplated by the Committee Settlement; (B) proceeds allocable from the D&O Insurance in the amount of \$32,000,000.00, pursuant to the terms of the D&O Settlement Agreement and the D&O Settlement Approval Order; and (C) the settlement of certain Avoidance Actions in connection with the YieldCo Settlement Motion; plus at least \$5,000,000.00 in Cash on account of Professional Fee Reductions (the **"Voluntary Professional Fee Reduction Amount"**), as well as all additional Voluntary Professional Fee Reductions that exceed the Voluntary Professional Fee Reduction Amount (collectively, the **"Litigation Trust Initial Cash Assets"**), and together with the Litigation Trust Causes of Action, the proceeds of the Litigation Trust Causes of Action, and the Net Avoidance Action Proceeds (as defined herein), the **"Litigation Trust Assets"**).

(b) On the Effective Date, the Litigation Trust shall assume responsibility for the Claims Reconciliation Process (as defined in Annex I of the Global Settlement Term Sheet), including with respect to the initiation or continuance of claims objection prosecution. Copies of the Debtors' books and records that relate to claims objections shall be made available to the Litigation Trust promptly following the Effective Date. On and after the Effective Date, the Reorganized Debtors shall use commercially reasonable efforts to cooperate with the Litigation Trust in connection with due diligence and other reasonable assistance regarding the prosecution of the Claims Reconciliation Process and the Litigation Trust Causes of Action as may be reasonably requested by the Litigation Trust, including with respect to providing all relevant documents, evidence, and existing information in their possession or in the possession of their advisors or representatives on the Effective Date. Following the Effective Date, if the actual, reasonable, and documented out-of-pocket costs and expenses of the Reorganized Debtors (including fees and expenses of outside third-parties and/or firms; but not including charges for salaried employees of the Reorganized Debtors) incurred in carrying out the services described in this paragraph and/or Annex 1 of the Global Settlement Term Sheet exceed \$250,000 in the aggregate (the amount exceeding \$250,000 defined as **"Excess Expenses"**), the Litigation Trust shall promptly reimburse the Reorganized Debtors for the Excess Expenses. The parties shall agree in writing to the scope of work and expected charges regarding requests by the Litigation Trust that are expected to result in the incurrence of out-of-pocket costs prior to the Reorganized Debtors' performance of such tasks or incurrence of such costs and expenses. The Litigation Trustee and/or the Litigation Trust Oversight Board shall raise any disputes relating to a reimbursement request within thirty (30) days of receipt thereof, and the Bankruptcy Court shall resolve any such disputes that are not resolved among the parties.

(c) To the extent any Litigation Trust Assets cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Litigation Trust Assets shall be deemed to have been retained by the Debtors and the Litigation Trustee shall be deemed to have been designated as a representative of the Debtors pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce and pursue such Litigation Trust Assets on behalf of the Debtors. Notwithstanding the foregoing, all net proceeds of such Litigation Trust Assets shall be transferred to the Litigation

Trust to be distributed to the Litigation Trust Beneficiaries consistent with the Plan and the Global Settlement Term Sheet.

(d) The transfer of the Liquidating Trust Assets shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other tax, pursuant to section 1146(a) of the Bankruptcy Code.

(e) The Litigation Trust Trustee will seek to preserve and protect all applicable privileges and work-product relating to the Claims Reconciliation Process and the Litigation Trust Causes of Action, including but not limited to any attorney-client privilege or work-product privilege attaching to any documents or communications (whether written or oral). The Litigation Trust Trustee's receipt of such information shall not waive any privileges and all such privileges are preserved. Notwithstanding the foregoing, in the event the Litigation Trust Trustee seeks to waive any privilege on behalf of the Litigation Trust or the Debtors, as applicable, with respect to the Litigation Trust Assets, it shall get the prior written consent of the Reorganized Debtors, which consent shall not be unreasonably withheld.

1.3 Title to Litigation Trust Assets.

Transfer of the Litigation Trust Assets to the Litigation Trust shall be made for the benefit of the Litigation Trust Beneficiaries to the extent such Litigation Trust Beneficiaries are entitled to beneficial interests therein (the "**Litigation Trust Interests**"). The Litigation Trust Interests shall be comprised of two tranches of interests, which will be provided on the Effective Date to (a) holders of General Unsecured Claims (the "**Class A Litigation Trust Interests**") and (b) holders of Second Lien Claims (the "**Class B Litigation Trust Interests**"). The Litigation Trust Interests shall have the respective rights to share in the Litigation Trust Assets and the governance rights set forth on **Exhibit B** hereto (the "**Litigation Trust Interests Overview**"). Upon the transfer of the Litigation Trust Assets, the Litigation Trust shall succeed to all of the right, title, and interest of the Debtors in and to the Litigation Trust Assets and the Debtors shall not have any further interest in or with respect to the Litigation Trust Assets or the Litigation Trust.

1.4 Nature and Purpose of Litigation Trust.

(a) **Purpose.** The Litigation Trust is organized and established as a trust, subject to the terms and conditions contained herein, in the Final DIP Order, the Plan, and the Global Settlement Term Sheet, for the sole purpose of liquidating the Litigation Trust Assets in an expeditious but orderly manner for the benefit of the Litigation Trust Beneficiaries, including the investigation and prosecution of the Litigation Trust Causes of Action, with no objective to continue or engage in the conduct of a trade or business, except, to the extent reasonably necessary to effectuate, and consistent with, the liquidating purpose of the Litigation Trust.

(b) **Fees and Expenses.** From and after the Effective Date, the Litigation Trust shall pay fees and expenses of professionals retained by the Litigation Trustee incurred in the investigation and prosecution of Litigation Trust Causes of Action ("**Investigation/Prosecution Fees and Expenses**") subject in all respects to the procedures and

approvals to be established by the Litigation Trust Oversight Board (the “**Approval Procedures**”).

(c) **Actions of Litigation Trustee.** Subject to Section 3.8 hereof, the Litigation Trustee shall, in an expeditious but orderly manner, liquidate and convert to cash the Litigation Trust Assets, make timely distributions in accordance with Article 6 of this Litigation Trust Agreement, and not unduly prolong the duration of the Litigation Trust. The liquidation of the Litigation Trust Assets may be accomplished through the prosecution, compromise and settlement, abandonment, dismissal or assignment of any or all claims, rights or causes of action, or otherwise. With respect to Litigation Trust Assets involving asserted Claims of less than \$1,000,000, the Litigation Trustee shall have the absolute right to pursue, settle and compromise or not pursue any and all such Litigation Trust Assets as it determines is in the best interests of the Litigation Trust Beneficiaries and consistent with the purposes of the Litigation Trust. With respect to Litigation Trust Assets involving asserted Claims of \$1,000,000 or more, the Litigation Trustee shall have the right to pursue, settle and compromise or not pursue any and all such Litigation Trust Assets as it determines is in the best interests of the Litigation Trust Beneficiaries, and consistent with the purposes of the Litigation Trust, subject to approval by the majority vote of the Litigation Trust Oversight Board. The Litigation Trustee shall have no liability for the outcome of any such decision except for any damages caused by gross negligence, willful misconduct, or knowing violation of law.

(d) **Relationship.** This Litigation Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Litigation Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Litigation Trustee or the Litigation Trust Beneficiaries, or any of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint ventures. The relationship of the Litigation Trust Beneficiaries to the Litigation Trust and the Litigation Trustee shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Litigation Trust Agreement.

1.5 **Incorporation of the Plan, Global Settlement Term Sheet, and Committee Settlement.**

Both (i) the Plan (including the Global Settlement Term Sheet) and (ii) to the extent not superseded by the Plan (including the Global Settlement Term Sheet), the Final DIP Order (including the Committee Settlement) are hereby incorporated into this Litigation Trust Agreement and made a part hereof by this reference; *provided, however*, to the extent that there is a conflict between the provisions of the Litigation Trust Agreement and the Final DIP Order (including the Committee Settlement), the Plan (including the Global Settlement Term Sheet), or the Confirmation Order, the terms of the Confirmation Order shall control.

1.6 **Appointment as Representative.**

Upon the Effective Date, the Litigation Trustee is appointed as the duly appointed representative of the Debtors and their estates with respect to the Litigation Trust Assets, and, as

such, upon such appointment, the Litigation Trustee succeeds to all of the rights and powers of a trustee in bankruptcy with respect to prosecution of the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries.

1.7 Reservation of Rights Regarding Litigation Trust Causes of Action.

No Entity may rely on the absence of a specific reference in the Plan or the Plan Supplement to any Litigation Trust Cause of Action against them as any indication that the Litigation Trust will not pursue any and all available Litigation Trust Causes of Action against them. The Litigation Trust expressly reserves all rights to prosecute any and all Litigation Trust Causes of Action against any Entity, except as otherwise provided in the Plan or an order of the Bankruptcy Court. Unless a specific Litigation Trust Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of the Bankruptcy Court, the Litigation Trust expressly reserves such Litigation Trust Causes of Action for later adjudication.

ARTICLE 2

LITIGATION TRUST INTERESTS

2.1 Allocation of Litigation Trust Interests.

As of the Effective Date, the Litigation Trust shall be authorized to make distributions of Litigation Trust Interests to Litigation Trust Beneficiaries in accordance with the Plan (including the Global Settlement Term Sheet) and the Confirmation Order. The distribution of the Litigation Trust Interests shall be accomplished as and when determined by the Litigation Trustee in consultation with the Litigation Trust Oversight Board. The aggregate number and face value of the Class A Litigation Trust Interests to be distributed to holders of allowed General Unsecured Claims on a *pro rata* basis or Class B Litigation Trust Interests to be distributed to holders of allowed Second Lien Claims on a *pro rata* basis shall be determined by the Litigation Trustee, in accordance with the Plan (including the Global Settlement Term Sheet) and the Confirmation Order.

2.2 Interests Beneficial Only.

The ownership of a Litigation Trust Interest shall not entitle any Litigation Trust Beneficiary to any title in or to the assets of the Litigation Trust as such (which title shall be vested in the Litigation Trustee) or to any right to call for a partition or division of the assets of the Litigation Trust or to require an accounting.

2.3 Evidence of Beneficial Interests.

Subject to Section 2.5(c) hereof, the ownership of Litigation Trust Interests when issued initially shall be represented by the recording of such ownership in an electronic book-entry system (“**Book Entry System**”) maintained by either the Litigation Trust or an agent of the Litigation Trust. A Litigation Trust Beneficiary shall be deemed the “holder of record” (hereinafter “holder”) of the Litigation Trust Interest(s) recorded in its name for purposes of all applicable United States federal and state laws, rules and regulations. The Litigation Trustee

shall, upon the written request of a holder of a Litigation Trust Interest, provide reasonably adequate documentary evidence of such holder's Litigation Trust Interest, as indicated in the Book Entry System. The expense of providing such documentation shall be borne by the requesting holder.

2.4 Securities Law Registration.

It is intended that the Litigation Trust Interests shall not constitute "securities." If the Litigation Trustee determines, with the advice of counsel, that the Litigation Trust is required to comply with registration and reporting requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), then the Litigation Trustee shall take any and all actions to comply with such registration and reporting requirements, if any, and file periodic reports with the Securities and Exchange Commission (the "**SEC**"). Notwithstanding the foregoing procedure, nothing herein shall be deemed to preclude the Litigation Trustee from amending this Litigation Trust Agreement to make such changes as are deemed necessary or appropriate by the Litigation Trustee, with the advice of counsel, to ensure that the Litigation Trust is not subject to registration or reporting requirements of the Exchange Act, or the Investment Company Act.

2.5 Transferability; Records.

(a) The Litigation Trust Interests shall be freely negotiable and transferable to the extent provided herein and permitted by applicable securities laws.

(b) Pursuant to the Book Entry System, the Litigation Trust shall maintain, or cause an agent of the Litigation Trust to maintain, a copy of each assignment instrument delivered to it from time to time and a register (which may be electronic) for the recordation of the names and addresses of the Litigation Trust Beneficiaries, and the amount and class of their respective Litigation Trust Interests from time to time. Any transfer of a Litigation Trust Interest shall not be effective unless and until such transfer is recorded in the Book Entry System in accordance with the terms herein. Subject to Section 2.5(c), the entries in the Book Entry System shall be conclusive absent manifest error, and the Litigation Trust and the Litigation Trustee shall treat each person whose name is recorded in the Book Entry System pursuant to the terms hereof as the owner of Litigation Trust Interests indicated therein for all purposes of this Litigation Trust Agreement, notwithstanding notice to the contrary.

(c) Notwithstanding any provision to the contrary, the Litigation Trustee shall not recognize, and shall not record, any transfer of Litigation Trust Interests unless and until sufficient information regarding the sale and transferee (as reasonably determined by the Litigation Trustee) is provided using the litigation trust interest transfer form (attached hereto as **Exhibit C**, the "**Litigation Trust Interest Transfer Form**") and such Litigation Trust Interest Transfer Form and any other information requested by the Litigation Trustee is received and approved by the Litigation Trustee, including, without limitation, any tax information (including, without limitation, social security numbers or other tax identification numbers) and completed Internal Revenue Service ("**IRS**") forms as the Litigation Trustee, in its sole discretion, deems necessary or appropriate.

(d) Transfers of Litigation Trust Interests shall be recorded on the Book Entry System in accordance with such practices and procedures as shall be prescribed by the Litigation Trustee under the supervision of the Litigation Trust Oversight Board, provided that the Litigation Trustee need not reflect any transfer and will give notice to such holder that no transfer has been recognized in the event the Litigation Trustee reasonably believes that such transfer (i) would constitute a violation of applicable laws or (ii) would cause the Litigation Trust to be required to register Litigation Trust Interests under, and/or to become subject to the reporting requirements of Sections 13 or 15(d) of the Exchange Act.

ARTICLE 3

LITIGATION TRUSTEE

3.1 Net Avoidance Action Proceeds.

All proceeds recovered by the Litigation Trust (or for the benefit of unsecured creditors) on account of Avoidance Actions (as defined in the Plan), net of fees and expenses expended to prosecute such Avoidance Actions (including fees paid on a contingency arrangement, any expenses of prosecuting the Litigation Trust Causes of Action or administering the Litigation Trust, including, without limitation, the costs associated with preparation of the Litigation Trust Reports (as defined below), and any taxes imposed on or with respect to such proceeds, all of which shall be deducted prior to any distribution of Net Avoidance Action Proceeds), other than proceeds from the Avoidance Actions against the YieldCos that are settled in connection with the YieldCo Avoidance Allocation, whether such Net Avoidance Actions Proceeds are recovered pursuant to the successful prosecution or settlement of such Avoidance Actions (the “**Net Avoidance Action Proceeds**”) shall be added to the Litigation Trust Assets and held as part thereof (and to which title shall be vested in the Litigation Trustee).

3.2 Collection of Income.

The Litigation Trustee shall collect all income earned with respect to the Litigation Trust Assets, which shall thereupon become Litigation Trust Assets and held as a part of the Litigation Trust (and which title shall be vested in the Litigation Trust).

3.3 Funding and Payment of Litigation Trust Expenses.

(a) The Litigation Trustee shall maintain a litigation expense fund (the “**Litigation Expense Fund**”) in an amount (i) as is reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Litigation Trust during litigation, (ii) to pay reasonable administrative expenses (including but not limited to, the costs and expenses of the Litigation Trustee (including reasonable fees, costs, and expenses of professionals), any taxes imposed on the Litigation Trust or fees and expenses in connection with, arising out of or related to the Litigation Trust Assets), and (iii) to satisfy other liabilities incurred or assumed by the Litigation Trust (or to which the assets are otherwise subject) in accordance with this Litigation Trust Agreement. The amounts held in the Litigation Expense Fund shall be subject to periodic review by the Litigation Trust Oversight Board.

(b) The Litigation Expense Fund shall initially be funded from the Litigation Trust Initial Cash Assets and, thereafter, from any other Litigation Trust Assets. Accordingly, the Litigation Trustee may retain from the Net Avoidance Action Proceeds and proceeds of other Litigation Trust Causes of Action and add to the Litigation Expense Fund such amounts as the Litigation Trustee deems reasonable and appropriate to ensure that the Litigation Expense Fund will be adequate to meet the expenses and liabilities described in subsection (a) of this Section.

3.4 Distributions.

The Litigation Trustee shall distribute the net distributable assets of the Litigation Trust to the Litigation Trust Beneficiaries in accordance with the provisions of Article 6.

3.5 Tenure, Removal, and Replacement of Litigation Trustee.

(a) The Litigation Trustee shall serve for three (3) years, until resignation and the appointment of a successor pursuant to subsection (b) below, removal pursuant to subsection (c) below, or death (if applicable). The Litigation Trust Oversight Board shall be authorized to extend the term of the Litigation Trustee.

(b) The Litigation Trustee may resign by giving not less than sixty (60) days' prior written notice to the Litigation Trust Oversight Board, with a copy to counsel for the holders of Class B Litigation Trust Interests. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice and (ii) the appointment of a successor trustee as provided herein and the acceptance by such successor trustee of such appointment. If a successor trustee is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the Litigation Trustee may file a motion with the Bankruptcy Court, upon notice and hearing, for the appointment of a successor trustee.

(c) The Litigation Trustee may be removed by the affirmative vote of the majority of Litigation Trust Oversight Board by written consent or at the meeting of the Litigation Trust Oversight Board called for the purpose of removing the Litigation Trustee. Such removal shall become effective on the date action is taken by the Litigation Trust Oversight Board.

(d) In the event of the death (in the case of a Litigation Trustee that is a natural person), dissolution (in the case of a Litigation Trustee that is not a natural person), resignation pursuant to Section 3.5(b) hereof, or removal of the Litigation Trustee pursuant to Section 3.5(c) hereof, the Litigation Trust Oversight Board may appoint a successor Litigation Trustee subject to the requirement that any successor Litigation Trustee be a "United States person" within the meaning of Section 7701(a)(30) of the IRC. Such appointment shall specify the date on which such appointment shall be effective. Notice of the appointment of a successor Litigation Trustee shall be filed with the Bankruptcy Court.

(e) Immediately upon the appointment of any successor Litigation Trustee, all rights, powers, duties, authority, and privileges of the predecessor Litigation Trustee hereunder shall be vested in and undertaken by the successor trustee without any further act. The successor Litigation Trustee shall not be liable personally for any act of the predecessor Litigation Trustee.

(f) Upon the appointment of a successor Litigation Trustee, the predecessor Litigation Trustee (or the duly appointed legal representative of a deceased Litigation Trustee) shall, if applicable, when requested in writing by the successor Litigation Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor trustee upon the trust herein expressed, without recourse to the predecessor Litigation Trustee, all the estates, properties, rights, powers and trusts of such predecessor Litigation Trustee, and shall duly assign, transfer, and deliver to such successor Litigation Trustee all property and money held hereunder, and all other assets and documents relating to the Litigation Trust, the Litigation Trust Assets, or the Litigation Trust Interests then in its possession and held hereunder.

(g) The appointment of a successor Litigation Trustee will be evidenced by the successor Litigation Trustee's filing with the Bankruptcy Court of a notice of appointment, which notice will include the name, address, and telephone number of the successor Litigation Trustee.

3.6 Acceptance of Appointment by Successor Litigation Trustee.

Any successor Litigation Trustee appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations of the predecessor Litigation Trustee hereunder and thereupon the successor Litigation Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of its predecessor in the Litigation Trust hereunder with like effect as if originally named herein.

3.7 Role of Litigation Trustee.

In furtherance of and consistent with the purpose of the Litigation Trust, the Litigation Trustee shall have the power to (i) prosecute, compromise and settle, abandon, assign, or dismiss for the benefit of the Litigation Trust Beneficiaries all claims, rights, and causes of action transferred to the Litigation Trust (whether such suits are brought in the name of the Litigation Trustee or otherwise), and (ii) otherwise perform the functions and take the actions provided or permitted in this Litigation Trust Agreement, subject to the terms and conditions contained herein (including approval by the majority of the Litigation Trust Oversight Board for actions related to Litigation Trust Assets involving asserted Claims of \$1,000,000 or more, as described in Section 2.1(c)). In all circumstances, the Litigation Trustee shall act in the best interests of all the Litigation Trust Beneficiaries and in furtherance of the purpose of the Litigation Trust.

3.8 Authority of Litigation Trustee.

Subject to any limitations contained herein, in the Plan, the Confirmation Order, or the Global Settlement Term Sheet, the Litigation Trustee shall have the following powers and authorities:

(a) hold legal title to any and all rights of the holders of the Litigation Trust Interests in or arising from the Litigation Trust Assets, including, without limitation, collecting and receiving any and all money and other property belonging to the Litigation Trust and the right to vote any claim or interest relating to a Litigation Trust Asset in a case under the Bankruptcy Code and receive any distribution thereon;

(b) perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, commencing, prosecuting or settling causes of action, enforcing contracts or asserting claims, defenses, offsets and privileges, but only as such duties and powers relate to the Litigation Trust Assets;

(c) protect and enforce the rights to the Litigation Trust Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(d) obtain (with the Litigation Expense Fund) reasonable insurance coverage with respect to the liabilities and obligations of the Litigation Trustee and the Litigation Trust Oversight Board under this Litigation Trust Agreement (in the form of an errors and omissions policy or otherwise);

(e) obtain (with the Litigation Expense Fund) insurance coverage with respect to real and personal property that may become assets of the Litigation Trust, if any;

(f) retain and pay out of the Net Avoidance Action Proceeds such counsel and other professionals, including, without limitation, any professionals previously retained by the Creditors' Committee, as the Litigation Trustee shall select to assist the Litigation Trustee in its duties, on such terms as the Litigation Trustee deems reasonable and appropriate, without Bankruptcy Court approval; the Litigation Trustee may commit the Litigation Trust to and shall pay such counsel and other professionals reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred pursuant to the Approval Procedures; *provided, that* the Litigation Trustee shall file a notice summarizing the key terms of any retention (including the economic terms thereof) regarding the retention of any such advisors on a contingency fee basis (other than the Litigation Trustee) (each such notice, a "**Contingency Fee Advisor Retention Notice**") on the docket of the Bankruptcy Court and, following the filing of any Contingency Fee Advisor Retention Notice, at the request of any of the holders of Class B Litigation Trust Interests (or their advisor at the instruction of a holder), the Litigation Trustee shall provide additional information regarding the proposed contingency fee engagement (including the actual engagement letter on a confidential basis, if so requested).

(g) retain and pay out of the Litigation Trust Expense Fund an independent public accounting firm to perform such reviews and/or audits of the financial books and records of the Litigation Trust as may be required by the SEC and applicable securities laws and as may be reasonable and appropriate in the Litigation Trustee's discretion and to prepare and file any tax returns, information returns, or periodic or current reports as required by applicable securities laws, for the Litigation Trust as may be required; the Litigation Trustee may commit the Litigation Trust to and shall pay such independent public accounting firm reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred;

(h) retain and pay out of the Net Avoidance Action Proceeds such third parties to assist the Litigation Trustee in carrying out its powers and duties under this Litigation Trust Agreement; the Litigation Trustee may commit the Litigation Trust to and shall pay all such

persons or entities reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred pursuant to the Approval Procedures, as well as commit the Litigation Trust to indemnify any such parties in connection with the performance of services (provided that such indemnity shall not cover any losses, costs, damages, expenses or liabilities that result from the recklessness, gross negligence, willful misconduct, or knowing violation of law by such party);

(i) subject to section 1.2(e), waive any privilege or any defense on behalf of the Litigation Trust or the Debtors, as applicable, with respect to the Litigation Trust Assets;

(j) compromise, adjust, arbitrate, sue on or defend, pursue, prosecute, abandon, exercise rights, powers, and privileges with respect to, or otherwise deal with and settle, in accordance with the terms set forth herein, the Litigation Trust Assets;

(k) with respect to the Litigation Trust Causes of Action, commence actions to avoid and recover transfers of the Debtors' property as permitted by the Plan and as may be permitted by the Bankruptcy Code or applicable state law;

(l) invest any moneys held as part of the Litigation Trust in accordance with the terms of Section 3.15 hereof;

(m) exercise all of the powers and authorities of the Litigation Trustee contained in Article 5 hereof;

(n) subject to applicable securities laws, if any, establish and maintain a website for the purpose of providing notice of Litigation Trust activities in lieu of sending written notice to holders of Litigation Trust Interests, subject to providing notice of such website to such holders;

(o) seek the examination of any entity, subject to the provisions of the Federal Rules of Evidence or any other applicable law or rule; and

(p) take or refrain from taking any and all other actions that the Litigation Trustee, reasonably deems necessary or convenient for the continuation, protection and maximization of the Litigation Trust Assets or to carry out the purposes hereof.

3.9 Limitation of Litigation Trustee's Authority.

The Litigation Trustee shall, on behalf of the Litigation Trust, hold the Litigation Trust out as a trust in the process of liquidation and not as an investment company. Notwithstanding anything herein to the contrary, the Litigation Trustee shall not (i) be authorized to engage in any trade or business, (ii) take such actions inconsistent with the orderly liquidation of the assets of the Litigation Trust as are required or contemplated by applicable law, the Final DIP Order, the Plan, the Confirmation Order, and this Litigation Trust Agreement, or (iii) be authorized to engage in any investments or activities inconsistent with the treatment of the Litigation Trust as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684.

3.10 Books and Records.

The Litigation Trustee shall maintain books and records relating to the Litigation Trust Assets and income of the Litigation Trust and the payment of expenses of, and liabilities of claims against or assumed by, the Litigation Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting and securities law requirements of the Litigation Trust. Nothing in this Litigation Trust Agreement requires the Litigation Trustee to file any accounting or seek approval of any court with respect to the administration of the Litigation Trust, or as a condition for managing any payment or distribution out of the assets of the Litigation Trust.

3.11 Inquiries into Trustee's Authority.

Except as otherwise set forth in the Litigation Trust Agreement, no Person dealing with the Litigation Trust shall be obligated to inquire into the authority of the Litigation Trustee in connection with the protection, conservation, or disposition of the Litigation Trust Assets.

3.12 Compliance with Laws.

Any and all distributions of assets of the Litigation Trust and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, without limitation, applicable federal and state securities laws.

3.13 Compensation of Litigation Trustee.

The Litigation Trustee shall be reasonably compensated out of the Litigation Trust Expense Fund or the Net Avoidance Action Proceeds for its services, and reimbursed out of the Litigation Trust Initial Cash Assets or the Net Avoidance Action Proceeds for its reasonable expenses in accordance with the compensation schedule attached hereto as **Exhibit D** (the "**Trustee Compensation Schedule**") approved by the Creditors' Committee, subject to the approval of the Bankruptcy Court prior to the entry of the Confirmation Order. The terms of the Litigation Trustee's engagement shall include a monthly compensation arrangement for the first two (2) years of the engagement (with the Litigation Trustee having the ability to reasonably negotiate for further monthly compensation thereafter, subject to the approval of the Non-Trustee Oversight Board Members) and tiered contingent compensation arrangement for Net Avoidance Action Proceeds collected in accordance with the terms of the Trustee Compensation Schedule.

3.14 Reliance by Litigation Trustee.

Except as otherwise provided herein:

(a) the Litigation Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by the Litigation Trustee to be genuine and to have been signed or presented by the proper party or parties; and

(b) Persons dealing with the Litigation Trustee shall look only to the Litigation Trust Assets to satisfy any liability incurred by the Litigation Trustee to such Person in carrying out the terms of this Litigation Trust Agreement, and the Litigation Trustee shall not have any personal obligation to satisfy any such liability.

3.15 Investment and Safekeeping of Litigation Trust Assets.

The Litigation Trustee shall invest all Cash assets transferred to the Litigation Trust, all Net Avoidance Action Proceeds, the Litigation Expense Fund, and all income earned by the Litigation Trust only in cash, cash equivalents, U.S. Treasury securities, money market investments, and similar investments; *provided, however*, that (a) the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the guidelines of the IRS, whether set forth in IRS rulings, other IRS pronouncements or otherwise and (b) the Litigation Trustee may retain any Net Avoidance Action Proceeds received that are not cash only for so long as may be required for the prompt and orderly liquidation of such assets in cash.

3.16 Standard of Care; Exculpation.

Neither the Litigation Trustee nor any of its duly designated agents or representatives or professionals shall be liable for any act or omission taken or omitted to be taken by the Litigation Trustee in good faith, other than acts or omissions resulting from the Litigation Trustee's own gross negligence, recklessness, willful misconduct, or knowing violation of law. The Litigation Trustee may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Litigation Trustee shall be under no obligation to consult with its attorneys, accountants, financial advisors or agents, and its good faith determination not to do so shall not result in the imposition of liability on the Litigation Trustee, unless such determination is based on gross negligence, recklessness, willful misconduct, or knowing violation of law.

3.17 Restriction as to Subsidiaries.

The Litigation Trust shall not hold 50% or more of the stock (in either vote or value) of any entity that is treated as a corporation for U.S. federal income tax purposes, nor be the sole member of a limited liability company, nor have any interest in an entity that is treated as a partnership for U.S. federal income tax purposes, unless such stock, membership interest, or partnership interest was obtained involuntarily or as a matter of practical economic necessity in order to preserve the value of the assets of the Litigation Trust.

ARTICLE 4

LITIGATION TRUST OVERSIGHT BOARD

4.1 Litigation Trust Oversight Board.

At all times during the existence of the Litigation Trust, there shall be a three-member Litigation Trust Oversight Board, which shall consist of (i) two (2) Non-Trustee Oversight Board Members and (ii) the Litigation Trustee, provided, that the remaining members of the Litigation Trust Oversight Board Members may elect to not fill a Non-Trustee Oversight Board Member vacancy pursuant to Section 4.2 of this Litigation Trust Agreement. On the Effective Date, the Litigation Trust Oversight Board shall become effective and shall consist of the Original Trustee, Mr. Robert Egan, a designee of Flextronics Industrial Ltd., and Mr. Neal Goldman, a designee representing the interests of the Convertible Senior Noteholders. The Litigation Trust Oversight Board Members shall owe fiduciary duties to the Litigation Trust Beneficiaries. Upon appointment, the Litigation Trust Oversight Board shall have the rights, powers, and duties described herein and shall have such other rights to operate and manage the Litigation Trust as are not inconsistent with the terms of this Litigation Trust Agreement.

4.2 Authority of Litigation Trust Oversight Board.

The Litigation Trust Oversight Board shall have the authority and responsibility to (i) oversee, review, and guide the activities and performance of the Litigation Trustee (ii) approve, by a majority vote, the prosecution, compromise and settlement, abandonment, dismissal, or assignment of Litigation Trust Causes of Action relating to asserted Claims of \$1,000,000.00 or more; (iii) remove the Litigation Trustee in accordance with the provisions of Article 3 herein; (iv) adjust the minimum threshold value for the settlement or other resolution of Claims subject to its approval as set forth in section (ii) of this provision; (v) fill any Non-Trustee Oversight Board Member vacancy on the Litigation Trust Oversight Board or elect not to fill such vacancy; and (vi) act in a manner consistent with such other rights, powers, and duties described in this Litigation Trust Agreement. The Litigation Trustee shall consult with and provide information to the Litigation Trust Oversight Board in accordance with and pursuant to the terms of this Litigation Trust Agreement, the Plan (including the Global Settlement Term Sheet), and the Confirmation Order. The Litigation Trust Oversight Board shall have the authority to select and engage such Persons, and select and engage such professional advisors, in accordance with the Plan (including the Global Settlement Term Sheet), the Confirmation Order, and this Litigation Trust Agreement as the Litigation Trust Oversight Board deems necessary and desirable to assist the Litigation Trust Oversight Board in fulfilling its obligations under this Litigation Trust Agreement, and the Litigation Trustee shall pay, out of the Net Avoidance Action Proceeds or the Litigation Trust Initial Cash Assets, the reasonable fees of such Persons (including on an hourly, contingency, or modified contingency basis) and reimburse such Persons for their reasonable and documented out-of-pocket costs and expenses consistent with the terms of this Litigation Trust Agreement.

4.3 Regular Meetings of Litigation Trustee and Litigation Trust Oversight Board.

Meetings of the Litigation Trustee and the Litigation Trust Oversight Board are to be held with such frequency and at such place as the Litigation Trust Oversight Board may determine in its sole discretion, but in no event shall such meetings be held less frequently than quarterly.

4.4 Special Meetings of Litigation Trustee and Litigation Trust Oversight Board.

Special meetings of the Litigation Trustee and the Litigation Trust Oversight Board may be held whenever and wherever called for by the Litigation Trustee or at least two members of the Litigation Trust Oversight Board.

4.5 Notice of and Waiver of Notice for, Litigation Trustee and Litigation Trust Oversight Board.

Notice of the time and place (but not necessarily the purpose or all of the purposes) of any regular or special meeting shall be given to the Litigation Trustee and the members of the Litigation Trust Oversight Board in person or by telephone, or via email or electronic mail. Notice to the Litigation Trustee and the members of the Litigation Trust Oversight Board of any such special meeting shall be deemed given sufficiently in advance when (i) if given by mail, the same is deposited in the United States mail at least ten (10) calendar days before the meeting date, with postage thereon prepaid, (ii) if given by electronic mail, the same is transmitted at least three (3) Business Days prior to the convening of the meeting (to the extent reasonably possible), or (iii) if personally delivered (including by overnight courier) or given by telephone, the same is handed, or the substance thereof is communicated over the telephone to the Litigation Trustee and the members of the Litigation Trust Oversight Board or to an adult member of his/her office staff or household, at least one (1) Business Day prior to the convening of the meeting. The Litigation Trustee and any member of the Litigation Trust Oversight Board may waive notice of any meeting and any adjournment thereof at any time before, during, or after it is held, as provided by law. Except as provided in the next sentence below, the waiver must be in writing, signed by the Litigation Trustee or the applicable member or members of the Litigation Trust Oversight Board entitled to the notice, and filed with the minutes or records of the Litigation Trust. The attendance of the Litigation Trustee or a member of the Litigation Trust Oversight Board at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

4.6 Manner of Acting.

(a) A majority of the total number of members of the Litigation Trust Oversight Board then in office shall constitute a quorum for the transaction of business at any meeting of the Litigation Trust Oversight Board. The affirmative vote of a majority of the members of the Litigation Trust Oversight Board present and entitled to vote at a meeting at which a quorum is present shall be the act of the Litigation Trust Oversight Board except as otherwise required by law or as provided in this Litigation Trust Oversight Board. In the event

that a vote of the Litigation Trust Oversight Board taken at a meeting at which a quorum is present results in a tie, the vote of the Litigation Trustee shall determine whether the proposed action is approved by the Litigation Trust Oversight Board. The Litigation Trust Oversight Board may also take action by written consent in accordance with Section 4.7 hereof.

(b) Any or all of the members of the Litigation Trust Oversight Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. The Litigation Trustee or any member of the Litigation Trust Oversight Board participating in a meeting by this means is deemed to be present in person at the meeting. Voting may, if approved by the majority of the members at a meeting, be conducted by electronic mail or individual communications by the Litigation Trustee and each member of the Litigation Trust Oversight Board.

(c) Any member of the Litigation Trust Oversight Board who is present and entitled to vote at a meeting of the Litigation Trust Oversight Board when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Litigation Trust Oversight Board unless: (i) such member of the Litigation Trust Oversight Board objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by electronic transmission) of his/her dissent or abstention to the Litigation Trust Oversight Board before its adjournment. The right of dissent or abstention is not available to any member of the Litigation Trust Oversight Board who votes in favor of the action taken.

(d) Prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each member of the Litigation Trust Oversight Board shall report to the Litigation Trust Oversight Board any conflict of interest such member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such member might have with respect to or in connection with such matter or issue, other than solely as a Litigation Trust Beneficiary). A member who has or who may have a conflict of interest shall be deemed to be a “conflicted member” who shall not be entitled to vote or take part in any action with respect to such matter or issue (however such member shall be counted for purposes of determining the existence of a quorum); the vote or action with respect to such matter or issue shall be undertaken only by members of the Litigation Trust Oversight Board who are not “conflicted members.”

4.7 Litigation Trust Oversight Board’s Action without a Meeting.

Any action required or permitted to be taken by the Litigation Trust Oversight Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Litigation Trust Oversight Board as evidenced by one or more written consents describing the action taken, signed by all members of the Litigation Trust Oversight Board and

recorded in the minutes or other transcript of proceedings of the Litigation Trust Oversight Board and the required notice of meeting has been given in accordance with Section 4.5 hereof.

4.8 Tenure, Removal and Replacement of Non-Trustee Oversight Board Members.

The authority of the Non-Trustee Oversight Board Members shall be effective as of the Effective Date and shall remain and continue in full force and effect until the Litigation Trust is terminated in accordance with Section 10.1 hereof. The service of the members of the Non-Trustee Oversight Board Members shall be subject to the following:

(a) The Non-Trustee Oversight Board Members will serve for five (5) years (subject to extension of such term by a majority vote of the Litigation Trust Oversight Board if the term of the Litigation Trust is extended beyond its original five (5) year term), until death or resignation pursuant to subsection (b) below or removal pursuant to subsection (c) below.

(b) A Non-Trustee Oversight Board Member may resign at any time by providing a written notice of resignation to the remaining members of the Litigation Trust Oversight Board. Any Non-Trustee Oversight Board Member who resigns shall continue to serve until the earlier of (i) the appointment of his or her successor; (ii) a determination by a majority of the remaining Litigation Trust Oversight Board Members to not fill the vacancy created by the resigning Non-Trustee Oversight Board Member; and (iii) ninety (90) days after the delivery of such written notice.

(c) A Non-Trustee Oversight Board Member may be removed by the majority vote of the other members of the Litigation Trust Oversight Board, written resolution of which shall be delivered to the removed Litigation Trust Oversight Board member; provided, however, that such removal may only be made for Cause. For purposes of this Section 4.8(c), "Cause" shall be defined as: (i) such Litigation Trust Oversight Board member's theft or embezzlement or attempted theft or embezzlement of money or tangible or intangible assets or property; (ii) such Litigation Trust Oversight Board member's violation of any law (whether foreign or domestic), which results in a felony indictment or similar judicial proceeding; (iii) such Litigation Trust Oversight Board member's recklessness, gross negligence, willful misconduct, or knowing violation of law, in the performance of his or her duties; or (iv) such Litigation Trust Oversight Board member's failure to perform any of his or her other material duties under this Litigation Trust Agreement (including the regular attendance at meetings); *provided, however*, that such Litigation Trust Oversight Board member shall have been given a reasonable period to cure any alleged cause under clause (iii) (other than willful misconduct or violation of law that results in a felony indictment or similar judicial proceeding) and clause (iv).

(d) In the event of a vacancy on the Litigation Trust Oversight Board due to the removal, death, or resignation of a Non-Trustee Oversight Board Member, a new member may be appointed to fill such position by the remaining members of the Litigation Trust Oversight Board. In the event that there are no remaining members of the Litigation Trust Oversight Board, appointments to fill such vacancies that would have been made by the remaining members of the Litigation Trust Oversight Board shall be made upon an order entered after an opportunity for a hearing by the Bankruptcy Court, upon motion of the Litigation Trustee. Successor members appointed to be Non-Trustee Oversight Board Members must

satisfy the requirement that a majority of the Litigation Trust Oversight Board Members be “United States persons” within the meaning of Section 7701(a)(30) of the IRC.

(e) Immediately upon the appointment of any successor member of the Litigation Trust Oversight Board, all rights, powers, duties, authority, and privileges of the predecessor member of the Litigation Trust Oversight Board hereunder shall be vested in and undertaken by the successor member of the Litigation Trust Oversight Board without any further act; and the successor member of the Litigation Trust Oversight Board shall not be liable personally for any act or omission of the predecessor member of the Litigation Trust Oversight Board.

(f) The appointment of a successor member of the Litigation Trust Oversight Board shall be evidenced by the Litigation Trustee’s filing with the Bankruptcy Court of a notice of appointment, which notice shall include the name, address, and telephone number of the successor member of the Litigation Trust Oversight Board.

4.9 Compensation of Litigation Trust Oversight Board.

Each Non-Trustee Oversight Board Member of the Litigation Trust Oversight Board shall be paid, by the Litigation Trust out of the Litigation Trust Expense Fund, (i) the amount of \$25,000 annually as compensation for performance of its duties and services hereunder (all such duties or services are referred to herein as the “**Duties**”) and reasonable out-of-pocket expenses related to the Duties, and (ii) reimbursement from the Litigation Trust for reasonable, documented out-of-pocket expenses incurred in the performance of such member’s Duties. For the avoidance of doubt, Non-Trustee Oversight Board Members shall not be entitled to reimbursement of expenses incurred relating to their own attorneys or professionals.

4.10 Standard of Care; Exculpation.

None of the Litigation Trust Oversight Board, its members, designees or professionals, nor any of their duly designated agents or representatives, shall be liable for the act or omission of any other member, agent or representative of the Litigation Trust Oversight Board, nor shall the Litigation Trust Oversight Board or any of its members be liable for any act or omission taken or omitted to be taken by the Litigation Trust Oversight Board in good faith, other than acts or omissions resulting from such person’s own gross negligence, recklessness, willful misconduct, or knowing violation of law. The Litigation Trust Oversight Board and each of its members may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in good faith in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, neither the Litigation Trust Oversight Board nor any of its members shall be under any obligation to consult with its attorneys, accountants, financial advisors or agents, and its determination not to do so shall not result in the imposition of liability on the Litigation Trust Oversight Board or, as applicable, its members or designees, unless such determination is shown to have been made in bad faith based on gross negligence, willful misconduct, or knowing violation of law.

4.11 Limitation of Litigation Trust Oversight Board's Authority.

Notwithstanding anything herein to the contrary, the Litigation Trust Oversight Board shall not (i) be authorized to engaged in any trade or business; (ii) take any action inconsistent with the orderly liquidation of the assets of the Litigation Trust as is required or contemplated by applicable law, the Final DIP Order, this Litigation Trust Agreement, the Confirmation Order, or the Plan; or (iii) be authorized to engage in any investments or activities inconsistent with the treatment of the Litigation Trust as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684.

ARTICLE 5

TAX MATTERS

5.1 Tax Reporting.

(a) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee) and Section 5.1(d), the Litigation Trust shall be treated as a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) and thus as a "grantor trust" within the meaning of Sections 671 through 677 of the IRC, and all parties to the Litigation Trust (including, without limitation, the Litigation Trustee, the Debtors, the Reorganized Debtors, and the Liquidating Trust Beneficiaries) shall report consistently therewith for U.S. federal income tax purposes. Accordingly, for U.S. federal income tax purposes, the Litigation Trust Assets shall be treated by all parties as (i) having been distributed (subject to any obligations relating to such assets) by the Debtors to the Litigation Trust Beneficiaries (other than any assets allocable to the GUC Disputed Claims Reserve) in satisfaction of Allowed General Unsecured Claims and in partial satisfaction of Allowed Second Lien Claims and (ii) immediately thereafter contributed by the holder of such Claims to the Litigation Trust in exchange for Litigation Trust Interests. Accordingly, the Litigation Trust Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Litigation Trust Assets (other than such Litigation Trust Assets that are allocable to the GUC Disputed Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local tax purposes.

(b) As soon as practicable after the Effective Date, (i) the Litigation Trustee, in consultation with the Litigation Trust Oversight Board and the Reorganized Debtors, shall determine the fair market value as of the Effective Date of all Litigation Trust Assets, and such determined fair market value shall be used consistently by all parties to the Litigation Trust Agreement (including the Reorganized Debtors, the Litigation Trustee, and the Litigation Trust Beneficiaries) for all U.S. federal income tax purposes, and (ii) the Litigation Trustee shall make such valuation available from time to time to all parties to the Litigation Trust, to the extent relevant to such parties for tax purposes.

(c) The Litigation Trustee shall file returns for the Litigation Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and in accordance with this Article 5. The Litigation Trustee shall, in its discretion, make any applicable tax elections on behalf of the Litigation Trust. The Litigation Trustee shall annually send to each Litigation Trust Beneficiary a separate statement setting forth such Litigation Trust Beneficiary's share of items of income, gain, loss, deduction, or credit, in accordance with applicable Treasury Regulations and Rev. Proc. 94-45, 1994-2 C.B. 684, file (or cause to be filed) any other statements, returns (including any information returns) or disclosures relating to the Litigation Trust that is required by any governmental authority or applicable law, and pay taxes, if any, properly payable by the Litigation Trust.

(d) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee shall (i) timely elect to treat any Litigation Trust Assets allocable to, or retained on account of, the GUC Disputed Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation Section 1.468B-9, and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties to the Litigation Trust Agreement (including the Litigation Trustee, the Reorganized Debtors and the Litigation Trust Beneficiaries) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing.

(e) The Litigation Trustee may request an expedited determination of taxes of the Litigation Trust, including the GUC Disputed Claims Reserve, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Litigation Trust for all taxable periods through the dissolution of the Litigation Trust.

5.2 Trust Taxable Income; Allocations.

(a) Subject to Section 5.2(c) hereof, all Litigation Trust earnings shall be taxable to the Litigation Trust Beneficiaries.

(b) Subject to Section 5.2(c) hereof, allocations of Litigation Trust taxable income shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed if, immediately prior to such deemed distribution, the Litigation Trust had distributed all of its other assets (valued for this purpose at their tax book value) to the Litigation Trust Beneficiaries, taking into account all prior and concurrent distributions from the Litigation Trust (including all distributions held in the GUC Disputed Claims Reserve). Similarly, taxable loss of the Litigation Trust will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the Litigation Trust. The tax book value of the Litigation Trust Assets for this purpose shall equal their fair market value upon the Effective Date, adjusted in either case in accordance with tax accounting principles prescribed by the IRC, the regulations and other applicable administrative and judicial authorities and pronouncements.

(c) The Litigation Trustee shall be responsible for payment, out of the Litigation Trust Assets, of any taxes imposed on the Litigation Trust or its assets, including the GUC Disputed Claims Reserve (in the latter instance, first out of any Cash allocable to, or retained on account of, the Disputed Claim to which such tax relates), including any income that may arise upon the distribution of the assets from the GUC Disputed Claims Reserve. In the event, and to the extent, any Cash retained on account of a Disputed Claim is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of such claim such that such portion of the taxes is paid (in whole or in part) from other available Cash, such other cash sources shall be (i) reimbursed from any subsequent Cash amounts retained on account of such claim, or (ii) to the extent such claim has subsequently been resolved, deducted from any amounts otherwise distributable by the Litigation Trustee as a result of the resolution of such claim.

5.3 Withholding.

The Litigation Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the IRC or any provision of any foreign, state, or local tax law with respect to any payment or distribution by the Litigation Trust to or any amounts received or earned by the Litigation Trust (including with respect to Net Avoidance Action Proceeds) distributable or allocable to the Litigation Trust Beneficiaries (including beneficiaries that are not “United States persons” within the meaning of the IRC). The Litigation Trustee may effect any withholding with respect to a Litigation Trust Beneficiary by reducing the amount currently or subsequently distributable to such beneficiary by the amount withheld. All such amounts withheld from distributions and paid to the appropriate taxing authority shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of this Litigation Trust Agreement. The Litigation Trustee shall be authorized to collect such tax information from the Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as, in its sole discretion, the Litigation Trustee deems necessary to effectuate this Litigation Trust Agreement, the Plan (including the Global Settlement Term Sheet), or the Confirmation Order. In order to receive distributions pursuant to this Litigation Trust Agreement, all Litigation Trust Beneficiaries shall be required to identify themselves to the Litigation Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Litigation Trustee for these purposes. This identification requirement generally applies to all holders, including those who hold their claims in “street name.” The Litigation Trustee may refuse to make a distribution to any Liquidation Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered, and may treat such beneficiary’s Litigation Trust Interests as in respect of a Disputed Claim and, in the event such information is not received within one year of being first requested, may treat such beneficiary’s Litigation Trust Interests as forfeited; *provided, however*, that, upon the delivery of such information by a Litigation Trust Beneficiary within one year of being so requested, the Litigation Trustee shall make such distribution to which the Litigation Trust Beneficiary is entitled, without additional interest occasioned by such beneficiary’s delay in providing tax information; and, *provided, further* that, if the Litigation Trustee fails to withhold in respect of amounts received or distributable with respect to any such beneficiary and the Litigation Trustee is later held liable for the amount of such withholding,

such beneficiary shall reimburse the Litigation Trustee for such liability (to the extent such amounts were actually distributed to such beneficiary).

ARTICLE 6

DISTRIBUTIONS

6.1 Effective Date Distributions and Initial Cash Distribution.

(a) On the Effective Date, or as soon as practicable thereafter, the Litigation Trustee shall:

- (i) arrange for the distribution of Litigation Trust Interests; and
- (ii) pay \$2,000,000.00 of Cash from the Litigation Trust to the Convertible Senior Notes Indenture Trustee as partial payment of its fees and expenses incurred in connection with the Chapter 11 Cases (the **“Effective Date BOKF Professional Fees Distribution”**).

(b) The Litigation Trustee, subject to the determination of the Litigation Trustee as to any holdback necessary to fund or maintain the GUC Disputed Claims Reserve (pursuant to Section 6.6 hereof) and the Litigation Expense Fund (in consultation with the Litigation Trust Oversight Board) and subject to Section 6.1(c) herein, shall make an initial distribution (the **“Initial Cash Distribution”**) of all remaining available Cash to holders of Class A Litigation Trust Interests within sixty (60) days of the Effective Date; *provided, however*, (i) in no event shall the Initial Cash Distribution be less than fifty percent (50%) of Litigation Trust Initial Cash Assets, and (ii) the Trustee shall not make the Initial Cash Distribution until at least thirty (30) days after the date that the Convertible Senior Notes Indenture Trustee provides the certification required by Section 6.1(c).

(c) On or before the date that is five (5) days after the Effective Date, the Convertible Senior Notes Indenture Trustee shall (i) certify to the Litigation Trustee and (ii) provide notice through DTC to the Convertible Senior Noteholders of the amount of any outstanding and estimated costs, fees, and expenses that may be properly charged against any distribution to the Convertible Senior Noteholders pursuant to the terms of the Convertible Senior Notes Indentures (the **“Outstanding Indenture Trustee Fees and Expenses”**) which amount, for the avoidance of doubt, shall be net of the Effective Date BOKF Professional Fees Distribution. Provided that there is no temporary restraining order or injunction then in effect with respect to payment of the Outstanding Indenture Trustee Fees and Expenses, on the date of the Initial Cash Distribution the Litigation Trustee shall first pay the Outstanding Indenture Trustee Fees and Expenses to (and in the amount certified by) the Convertible Senior Notes Indenture Trustee from the Initial Cash Distribution on account of the Class A Litigation Trust Interests held by the Convertible Senior Noteholders; [provided, that if the amount of the Initial Cash Distribution to be distributed to Convertible Senior Noteholders (or their assignees) on account of their Class A Litigation Trust Interests is less than the Outstanding Indenture Trustee Fees and Expenses, then all Cash otherwise distributable to Convertible Senior Noteholders in respect of their Class A Litigation Trust Interests upon the Initial Cash Distribution shall be paid to the Convertible Senior Note Trustee in partial payment of the Outstanding Indenture Trustee

Fees and Expenses. Until the Outstanding Indenture Trustee Fees and Expenses are paid in full to the Senior Convertible Notes Indenture Trustee, the Senior Convertible Notes Indenture Trustee shall be paid on a priority basis from cash distributions otherwise payable to the Convertible Senior Noteholders and its charging lien or priority rights from distributions shall be deemed to attach to Cash distributions upon or through the Class A Litigation Trust Interests issued or distributed in respect to the Convertible Senior Note Claims.]³ For the avoidance of doubt, the Cash distributed to the Convertible Senior Notes Indenture Trustee for the Outstanding Indenture Trustee Fees and Expenses shall be deemed to be part of the Initial Cash Distribution to Convertible Senior Noteholders (or their assignees) and shall not reduce the Initial Cash Distribution made to other Holders of General Unsecured Claims (or their assignees).

(d) The Litigation Trustee shall have no liability for, and shall be held harmless from, any claims asserted by Convertible Senior Noteholder or any other party arising from the Litigation Trustee's reliance on the certification provided by the Convertible Senior Notes Indenture Trustee pursuant to Section 6.1(c).

6.2 Annual Distribution.

Subsequent to the Initial Cash Distribution, the Litigation Trustee shall, on at least an annual basis and subject to the terms of the Plan and the Global Settlement Term Sheet regarding the treatment of holders Class A Litigation Trust Interests and Class B Litigation Trust Interests, (i) distribute to the holders of Class A Litigation Trust Interests and Class B Litigation Trust Interests the Net Avoidance Action Proceeds in accordance with their respective rights under the Plan and the Global Settlement Term Sheet and (ii) distribute to the holders of Class A Litigation Trust Interests all other available Cash (treating as Cash for this purpose all investments in accordance with Section 3.15); *provided, however*, that the Litigation Trust shall retain such amounts as necessary or appropriate to maintain the GUC Disputed Claims Reserve and the Litigation Expense Fund. Subject to and in accordance with Section 5.3 hereof, the Litigation Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the Litigation Trustee's reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement; *provided, further*, that the Litigation Trustee shall not be required to make a distribution pursuant this Section 6.2 if the aggregate, net amount of unrestricted Cash available for distribution is sufficiently small in amount as to make the distribution impracticable as reasonably determined by the Litigation Trustee, with the consent of the Litigation Trust Oversight Board, in accordance with the law.

6.3 Manner of Payment or Distribution.

(a) All distributions made by the Litigation Trustee to or for the benefit of holders of Litigation Trust Interests shall be payable in Cash to the holders of Litigation Trust Interests of record as of the twentieth (20th) day prior to the date scheduled for the distribution, unless such day is not a business day, then such day shall be the following business day. The

³ The mechanics for payment of the Outstanding Indenture Trustee Fees and Expenses to be finalized prior to the Effective Date.

Litigation Trustee shall distribute such cash by wire, check, or such other method as the Litigation Trustee deems appropriate under the circumstances.

(b) To the extent the Debtors become liable for the payment of any Claims arising under section 502(h) of the Bankruptcy Code on account of Litigation Trust Assets (including the Net Avoidance Action Proceeds), the Litigation Trustee will be responsible for making distributions on account of such claims pursuant to Section 8.2 herein.

6.4 Delivery of Litigation Trust Distributions.

All distributions under this Litigation Trust Agreement to any holder of Litigation Trust Interests shall be made at the address of such holder as set forth in the Book Entry System or at such other address or in such other manner as such holder of Litigation Trust Interests shall have specified for payment purposes in a written notice to the Litigation Trustee at least twenty (20) days prior to such distribution date. In the event that any distribution to any holder is returned as undeliverable, the Litigation Trustee shall be entitled to rely on the most current information available from the Debtors to determine the current address of such holder, but no distribution to such holder shall be made unless and until the Litigation Trustee has determined the then current address of such holder, at which time such distribution shall be made to such holder without interest; *provided, however*, that such undeliverable or unclaimed distributions shall be deemed unclaimed property at the expiration of one year from the date of distribution. The Litigation Trustee shall reallocate the undeliverable and unclaimed distributions for the benefit of all other Litigation Trust Beneficiaries holding Litigation Trust Interests in the applicable class.

6.5 Cash Distributions.

No Cash distributions shall be required to be made to any Litigation Trust Beneficiary in an amount less than \$100.00. Any funds so withheld and not distributed shall be held in reserve and distributed in subsequent distributions. Notwithstanding the foregoing, all Cash shall be distributed in the final distribution of the Litigation Trust.

6.6 Disputed Claims Reserve.

(a) From and after the Effective Date, the Litigation Trustee shall hold and maintain the GUC Disputed Claims Reserve for the benefit of the Holders of such Disputed General Unsecured Claims, including any Cash and any other Litigation Trust Assets allocable to such Disputed Claims (*i.e.*, as if such Holders had received Litigation Trust Interests on the Effective Date and such Disputed Claims had been Allowed Claims on the Effective Date), determined based on (i) the asserted amount of such Disputed Claim, (ii) such other amount as may be agreed upon by the Holder of such Disputed Claim and the Litigation Trustee or (iii) except with respect to any Disputed General Unsecured Claims asserted by Vivint Solar, Inc., such other amount as may be deemed appropriate by the Litigation Trustee in accordance with the terms of this Litigation Trust Agreement (in each case, net of any taxes imposed on, or with respect to, the GUC Disputed Claims Reserve as relates to such Claim, including in connection with such distributions).

(b) Holders of Disputed Claims that become Allowed Claims after the Initial Cash Distribution Date shall receive any distributions of Cash and/or Litigation Trust Interests to which they are entitled under the Plan on the next Distribution Date; *provided, however*, that the Litigation Trustee may determine in its discretion (subject to the approval of the Litigation Trust Oversight Board, if necessary, pursuant to the terms of this Litigation Trust Agreement) to make an immediate distribution to the holder of such Claim.

(c) Any taxes incurred by the Litigation Trust with respect to assets allocable to, or retained on account of, a Disputed Claim (including any taxes that would be incurred upon a distribution of such assets as a result of the resolution of the Disputed Claim) will be netted against the amounts otherwise distributable from the GUC Disputed Claims Reserve in respect of, or as a result of the resolution of, such Claim. *See also Section 5.2(c)* herein. No assets allocable to, or retained on account of, a Disputed Claim will be released from the GUC Disputed Claims Reserve until such time as the Cash otherwise distributable as a result of the resolution of such Claim is sufficient to pay any taxes incurred or that would be incurred upon the distribution.

ARTICLE 7

INDEMNIFICATION

7.1 Indemnification of Litigation Trustee.

(a) To the fullest extent permitted by law, the Litigation Trust, to the extent of its assets legally available for that purpose, shall indemnify and hold harmless the Litigation Trustee and each of its directors, members, shareholders, partners, officers, agents, employees, attorneys and other professionals (collectively, the “**Indemnified Persons**”) from and against any and all losses, costs, damages, reasonable and documented out-of-pocket expenses (including, without limitation, fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person did, does, or refrains from doing for the business or affairs of the Litigation Trust, except to the extent that the loss, cost, damage, expense or liability resulted primarily from the Indemnified Person’s recklessness, gross negligence, willful misconduct, or knowing violation of the law. To the extent reasonable, the Litigation Trust shall pay in advance or reimburse reasonable and documented out-of-pocket expenses (including advancing reasonable costs of defense) incurred by the Indemnified Person who is or is threatened to be named or made a defendant or a respondent in a proceeding concerning the business and affairs of the Litigation Trust.

(b) Any Indemnified Person may waive the benefits of indemnification under this Section 7.1, but only by an instrument in writing executed by such Indemnified Person.

(c) The rights to indemnification under this Section 7.1 are not exclusive of other rights which any Indemnified Person may otherwise have at law or in equity, including without limitation common law rights to indemnification or contribution. Nothing in this Section 7.1 will affect the rights or obligations of any Person (or the limitations on those rights or obligations) under this Litigation Trust Agreement, or any other agreement or instrument to which that Person is a party.

ARTICLE 8

NET LITIGATION TRUST RECOVERY

8.1 No Effect on Mutuality.

Notwithstanding anything contained in this Litigation Trust Agreement to the contrary, nothing herein shall affect the mutuality of obligations, if any, of any holder of any claim under section 553 of the Bankruptcy Code.

8.2 Bankruptcy Code Section 502(h).

Notwithstanding anything contained in this Litigation Trust Agreement to the contrary, in the event that a compromise and settlement of a Litigation Trust Cause of Action or a final order with respect to a Litigation Trust Cause of Action provides for the allowance of a claim pursuant to section 502(h) of the Bankruptcy Code against one or more of the Debtors the distributions to be made on account of such claim pursuant to the Plan shall be funded by the Litigation Trust, in the amount(s), from time to time, that all similarly situated holders of claims are entitled to receive under the Plan.

8.3 Net Litigation Trust Recovery.

Notwithstanding anything contained in this Litigation Trust Agreement to the contrary, in the event that a defendant in a litigation brought by the Litigation Trustee for and on behalf of the Litigation Trust (i) is required by a final order to make payment to the Litigation Trust (the “**Judgment Amount**”) and (ii) is permitted by a final order to assert a right of setoff under sections 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code or applicable non-bankruptcy law against the Judgment Amount (a “**Valid Setoff**”), (y) such defendant shall be obligated to pay only the excess, if any, of the Judgment Amount over the Valid Setoff and (z) none of the Litigation Trust or the holders of the Litigation Trust Interests shall be entitled to assert a claim against the Debtors with respect to the Valid Setoff.

ARTICLE 9

REPORTS TO LITIGATION TRUST BENEFICIARIES

9.1 Reports.

(a) The Litigation Trustee shall cause to be prepared, as applicable, either at such times as may be required by the Exchange Act, if applicable, or, not less than semi-annually, financial statements of the Litigation Trust (the “**Litigation Trust Reports**”), to be delivered to the Litigation Trust Beneficiaries together with annual income tax reporting of the Litigation Trust. The Litigation Trust Reports shall include, among other things, descriptions in reasonable detail of all Net Avoidance Actions Proceeds collected during the relevant quarter and all fees and expenses expended in connection therewith. To the extent required by law, the financial statements prepared as of the end of the fiscal year shall be audited by nationally recognized independent accountants in accordance with U.S. generally accepted accounting principles. The materiality and scope of audit determinations shall be established between the

Litigation Trustee and the appointed auditors with a view toward safeguarding the value of the assets of the Litigation Trust, but nothing relating to the mutually agreed scope of work shall result in any limitation of audit scope that would cause the auditors to qualify their opinion as to scope of work with respect to such financial statements.

(b) Within ten (10) Business Days after the end of the relevant report preparation period the Litigation Trustee shall cause any information reported pursuant to Section 9.1(a) hereof to be mailed to such Litigation Trust Beneficiaries and to be filed with the Bankruptcy Court.

(c) Any report (other than any report of confidential tax information) required to be distributed by the Litigation Trustee under Section 9.1(a) hereof shall also be distributed to the Persons listed in Section 12.6 hereof within ten (10) Business Days of its distribution to the Litigation Trust Beneficiaries under Section 9.1 hereof. The Litigation Trustee may post any report required to be provided under this Section 9 on a web site maintained by the Litigation Trustee in lieu of actual notice to the Litigation Trust Beneficiaries (unless otherwise required by law) subject to providing notice to the Persons listed in Section 12.6 herein.

ARTICLE 10

TERM; TERMINATION OF LITIGATION TRUST

10.1 Term; Termination of Litigation Trust.

(a) The Litigation Trustee and the Litigation Trust may be discharged or dissolved, as the case may be, at such time as (i) all of the Litigation Trust Assets have been distributed pursuant to the Litigation Trust Agreement and the Plan, (ii) the Litigation Trustee determines, in its sole discretion, that the administration of any remaining Litigation Trust assets is not likely to yield sufficient additional Litigation Trust Asset Recoveries to justify further pursuit, or (iii) all distributions required to be made by the Litigation Trustee under this Litigation Trust Agreement have been made. The Litigation Trust shall have an initial term of five (5) years. The Bankruptcy Court, upon motion by the Litigation Trustee, on notice with an opportunity for hearing, within six (6) months before the expiration of the original term or any extended term, may extend, for a fixed period, the term of the Litigation Trust if it is necessary to facilitate or complete the liquidation of the assets of the Litigation Trust, and not unduly extend the term of the Litigation Trust; *provided, that*, the Litigation Trustee receive a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the Litigation Trustee and the Litigation Trust Oversight Board that any extension would not adversely affect the status of the Litigation Trust as a "liquidating trust" for United States federal income tax purposes. The Bankruptcy Court may approve multiple extensions of the term of the Litigation Trust.

(b) The Litigation Trust may be terminated earlier than its scheduled termination if (i) the Bankruptcy Court has entered a final order closing all of or the last of the Chapter 11 Cases pursuant to section 350(a) of the Bankruptcy Code; and (ii) the Litigation Trustee has administered all assets of the Litigation Trust and performed all other duties required by this Litigation Trust Agreement.

(c) If at any time the Litigation Trustee determines, in reliance upon such professionals as the Litigation Trustee may retain, that the expense of administering the Litigation Trust so as to make a final distribution to the Litigation Trust Beneficiaries is likely to exceed the value of the assets remaining in the Litigation Trust, the Litigation Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve the Litigation Trust, (ii) donate any balance to a charitable organization (A) described in Section 501(c)(3) of the IRC, (B) exempt from U.S. federal income tax under Section 501(a) of the IRC, (C) that is not a “private foundation”, as defined in Section 509(a) of the IRC, and (D) that is unrelated to the Debtors, the Reorganized Debtors, the Litigation Trust, and any insider of the Litigation Trust, and (iii) dissolve the Litigation Trust. Upon receipt of such authority from the Bankruptcy Court, the Litigation Trustee shall (X) notify each Litigation Trust Beneficiary and (Y) file a Certificate of Cancellation with the Secretary of State of the State of Delaware.

10.2 Continuance of Trust for Winding Up.

After the termination of the Litigation Trust and for the purpose of litigation and winding up the affairs of the Litigation Trust, the Litigation Trustee shall continue to act as such until its duties have been fully performed. Prior to the final distribution of all of the remaining assets of the Litigation Trust, the Litigation Trustee shall be entitled to reserve from such assets any and all amounts required to provide for its own costs and expenses, in accordance with Section 3.13 herein, until such time as the winding up of the Litigation Trust is completed. Upon termination of the Litigation Trust, the Litigation Trustee shall retain for a period of three years the books, records, Litigation Trust Beneficiary lists, the Trust Register, and certificates and other documents and files that have been delivered to or created by the Litigation Trustee. At the Litigation Trustee’s discretion, all of such records and documents may, but need not, be destroyed at any time after three years from the completion and winding up of the affairs of the Litigation Trust. Except as otherwise specifically provided herein, upon the termination of the Litigation Trust, the Litigation Trustee shall have no further duties or obligations hereunder.

ARTICLE 11

AMENDMENT AND WAIVER

11.1 Amendment and Waiver.

(a) The Litigation Trustee may amend, supplement or waive any provision of, this Litigation Trust Agreement, without notice to or the consent of any Litigation Trust Beneficiary or the approval of the Bankruptcy Court: (i) to cure any ambiguity, omission, defect or inconsistency in this Litigation Trust Agreement provided that such amendments, supplements or waivers shall not contravene or otherwise be inconsistent with the terms of the Final DIP Order, the Committee Settlement, the D&O Settlement Agreement, the D&O Settlement Approval Order, the Plan (including the Global Settlement Term Sheet), and the Confirmation Order, adversely affect the distributions to be made or other rights under this Litigation Trust Agreement to any of the Litigation Trust Beneficiaries, the Second Lien Notes Indenture Trustee, or the Convertible Senior Notes Indenture Trustee, or adversely affect the U.S. federal income tax status of the Litigation Trust as a “liquidating trust”; (ii) to comply with any requirements in connection with the U.S. federal income tax status of the Litigation Trust as a “litigation trust”;

(iii) to comply with any requirements in connection with maintaining that the Litigation Trust is not subject to registration or reporting requirements of the Exchange Act or the Investment Company Act; (iv) to make the Litigation Trust a reporting entity and, in such event, to comply with any requirements of the Exchange Act or the Investment Company Act; and (v) to evidence and provide for the acceptance of appointment hereunder by a successor trustee in accordance with the terms of this Litigation Trust Agreement.

(b) Subject to Section 11.1(c) below, any substantive provision of this Litigation Trust Agreement may be amended or waived by the Litigation Trustee, subject to the prior approval of a majority of both the Litigation Trust Oversight Board and the holders of Class A Litigation Trust Interests held by “United States persons” within the meaning of Section 7701(a)(30) of the IRC, with the approval of the Bankruptcy Court upon notice and an opportunity for a hearing; *provided, however*, that no change may be made to this Litigation Trust Agreement that contravenes or is otherwise inconsistent with the terms of the Committee Settlement, the D&O Settlement Agreement, the D&O Settlement Approval Order, the Plan (including the Global Settlement Term Sheet), and the Confirmation Order, would adversely affect the distributions to be made under this Litigation Trust Agreement to any of the Litigation Trust Beneficiaries, the Second Lien Notes Indenture Trustee, or the Convertible Senior Notes Indenture Trustee, or adversely affect the U.S. federal income tax status of the Litigation Trust as a “liquidating trust.” Notwithstanding this Section 11.1, any amendments to this Litigation Trust Agreement shall not be inconsistent with the purpose and intention of the Litigation Trust to liquidate in an expeditious but orderly manner the Litigation Trust Assets in accordance with Treasury Regulation Section 301.7701-4(d).

(c) The Litigation Trust Agreement may not be amended to change the distribution of Net Avoidance Action Proceeds and Additional Net Avoidance Action Proceeds as described in the Litigation Trust Interests Overview without the consent of 75% of the holders (in amount of Class B Litigation Trust Interests held, not number of holders) of the Class B Litigation Trust Interests that are “United States persons” within the meaning of Section 7701(a)(30) of the IRC and the requisite consent of the Litigation Trust Oversight Board and the holders of the Class A Litigation Trust Interests in accordance with Section 11.1(b).

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Intention of Parties to Establish a Liquidating Trust.

This Litigation Trust Agreement is intended to create a “liquidating trust” for U.S. federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Litigation Trust Agreement may be amended in accordance with Section 11.1 hereof to comply with such U.S. federal income tax laws, which amendments may apply retroactively.

12.2 Reimbursement of Trust Litigation Costs.

If the Litigation Trustee or the Litigation Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Litigation Trust Agreement or the enforcement thereof, the Litigation Trustee or the Litigation Trust, as the case may be, shall be entitled to collect any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action. To the extent that the Litigation Trust has advanced such amounts, the Litigation Trust may recover such amounts from the non-prevailing party.

12.3 Laws as to Construction.

This Litigation Trust Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to whether any conflicts of law would require the application of the law of another jurisdiction.

12.4 Jurisdiction.

Without limiting any Person or entity's right to appeal any order of the Bankruptcy Court or to seek withdrawal of the reference with regard to any matter, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Litigation Trust Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Litigation Trust Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all actions related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties, including the Litigation Trust Beneficiaries and holders of General Unsecured Claims and Second Lien Claims, hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court.

12.5 Severability.

If any provision of this Litigation Trust Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid, or unenforceable to any extent, the remainder of this Litigation Trust Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Litigation Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

12.6 Notices.

All notices, requests or other communications to the parties hereto shall be in writing and shall be sufficiently given only if (i) delivered in person; (ii) sent by electronic mail or facsimile communication (as evidenced by a confirmed fax transmission report); (iii) sent by registered or certified mail, return receipt requested; or (iv) sent by commercial delivery service or courier. Until a change of address is communicated, as provided below, all notices, requests and other communications shall be sent to the parties at the following addresses or facsimile numbers:

If to the Litigation Trustee to:

Drivetrain, LLC
630 Third Ave., 21st Floor
New York, NY 10017
Attn: Alan J. Carr
Tim Daileader
Email: acarr@drivetrainadvisors.com; tdaileader@drivetrainadvisors.com

With a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10065
Attn: Matthew S. Barr, Esq.
Jill Frizzley, Esq.
Email: Matthew.Barr@weil.com; jill.frizzley@weil.com

If to the Debtors to:

c/o SunEdison, Inc.
Two City Place Drive, 2nd Floor
St. Louis, MO 63141
Attn: General Counsel

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036-6522
Attn: J. Eric Ivester, Esq.
James J. Mazza, Jr., Esq.
Louis S. Chiappetta, Esq.
Email: eric.ivester@skadden.com; james.mazza@skadden.com;
louis.chiappetta@skadden.com

If to the Holder of Class B Interests to:

[]

With a copy to:

Akin, Gump, Strauss, Hauer, & Feld LLP
One Bryant Park
Bank of America Tower
New York, New York 10036
Attn: Arik Preis
Yochun Katie Lee
Email: apreis@akingump.com; kylee@akingump.com

If to the Convertible Senior Notes Indenture Trustee, to:

BOKF, N.A.
1600 Broadway, 3rd Floor
Denver, CO 80202
Attn: George F. Kubin
Email: gkubin@bokf.com

With a copy to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: J. Christopher Shore, Harrison L. Denman, and Michele J. Meises
Email: cshore@whitecase.com; Harrison.denman@whitecase.com;
michele.meises@whitecase.com

and:

Foley & Lardner LLP
321 North Clark Street, Suite 2800
Chicago, IL 60654-5313
Attn: Harold L. Kaplan; Mark F. Hebbeln and Lars A. Peterson
Email: hkaplan@foley.com; mhebbeln@foley.com; lapeterson@foley.com

If to the Creditors' Committee, to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10065
Attn: Matthew S. Barr, Esq.
Jill Frizzley, Esq.
Email: Matthew.Barr@weil.com; jill.frizzley@weil.com

All notices shall be effective and shall be deemed delivered: (i) if by personal delivery, delivery service or courier, on the date of delivery; (ii) if by electronic mail on the date of receipt; and (iii) if by mail, on the date of receipt. Any party from time to time may change its address, electronic mail address, or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

12.7 Fiscal Year.

The fiscal year of the Litigation Trust will begin on the first day of January and end on the last day of December of each year.

12.8 Headings.

The section headings contained in this Litigation Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Litigation Trust Agreement or of any term or provision hereof.

12.9 Counterparts.

This Litigation Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all together shall constitute one agreement.

12.10. Confidentiality.

The Litigation Trustee and each successor trustee and any member of the Litigation Trust Oversight Board (each a “**Covered Person**”) shall, during the period that they serve in such capacity under this Litigation Trust Agreement and following either the termination of this Litigation Trust Agreement or such individual’s removal, incapacity, or registration hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the assets of the Litigation Trust relates or of which it has become aware in its capacity (the “**Information**”), except to the extent disclosure is required by applicable law, order, regulation or legal process. In the event that any Covered Person is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar legal process) to disclose any Information, such Covered Person will furnish only that portion of the Information, which the Covered Person, advised by counsel, is legally required to and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

12.11 Entire Agreement.

This Litigation Trust Agreement (including the Recitals), the Final DIP Order, the Committee Settlement, the Confirmation Order, and the Plan (including the Global Settlement Term Sheet) constitute the entire agreement by and among the parties hereto with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This Litigation Trust Agreement, the Final DIP Order, and the Plan (including the Global Settlement Term Sheet) supersede all prior and contemporaneous agreements, understandings, negotiations, discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, in the Final DIP Order, the D&O Settlement Approval Order, the Confirmation Order, or in the Plan (including the Global Settlement Term Sheet), nothing in this Litigation Trust

Agreement is intended or shall be construed to confer upon or to give any person other than the parties thereto and their respective heirs, administrators, executors, successors, or assigns any right to remedies under or by reason of this Litigation Trust Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Litigation Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

DEBTORS:

By:
Title:

CREDITORS' COMMITTEE:

By:
Title:

LITIGATION TRUSTEE:

By:
Title:

Exhibit A

Litigation Trust Causes of Action

Litigation Trust Causes of Action shall mean “GUC/Litigation Trust Causes of Action” as defined in the Plan, including Exhibit 7.6 thereto.

Exhibit B

Litigation Trust Interests Overview

Class A Litigation Trust Interests

The holders of Class A Litigation Trust Interests shall be entitled to:

- (a) Litigation Trust Initial Cash Assets;
- (b) All proceeds of Litigation Trust Assets other than Net Avoidance Action Proceeds;
- (c) The initial \$63.0 million of Net Avoidance Action Proceeds recovered by the Litigation Trustee; and
- (d) Fifty-two percent (52%) of any Net Avoidance Actions Proceeds recovered that exceed \$63.0 million in the aggregate (the “**Additional Net Avoidance Action Proceeds**”).

Class B Litigation Trust Interests

Holders of Class B Litigation Trust Interests in the Litigation Trust shall only be entitled to the following:

Economic Rights:

- (a) Forty-eight percent (48%) of the Additional Net Avoidance Action Proceeds.

Governance Rights:

- (b) Delivery of the Litigation Trust Reports and reasonable periodic access to the Litigation Trustee solely through Akin, Gump, Strauss, Hauer, & Feld LLP, counsel to the holders of the Class B Litigation Trust Interests;
- (c) following the filing of any Contingency Fee Advisor Retention Notice, at the request of any of the holders of Class B Litigation Trust Interests (or their advisor at the instruction of a holder) the Litigation Trustee will provide additional information regarding the proposed contingency fee engagement (including the actual engagement letter on a confidential basis, if so requested). Holders of Class B Litigation Trust Interests (or their advisors at the instruction of a holder) shall have ten (10) Business Days from the date of the filing of the Contingency Fee Advisor Retention Notice to file with the Bankruptcy Court a pleading seeking to prohibit such retention on the grounds that such retention is not consistent with the purpose of the Global Settlement Term Sheet because the engagement does not provide a sufficient incentive for such contingency fee advisor to procure Additional Net Avoidance Action Proceeds, and the Litigation Trust, Litigation Trustee, Litigation Trust Oversight Board, or the Committee may oppose such pleading (but solely with respect to such issue), and the Bankruptcy Court shall retain jurisdiction to settle such dispute;
- (d) enforcement rights with regard to any and all of the above rights (and clause (e) below) (as well as the fiduciary duties owed to all holders of Litigation Trust Interests by the Litigation Trustee and the Litigation Trust Oversight Board as set forth below); and
- (e) reasonable consent rights with regard to any modifications,

amendments, or supplements of the Litigation Trust Agreement that affect the terms of the “Economic Rights” or “Governance Rights” sections above.

Holders of Class B Litigation Trust Interests shall have a “silent” interest in the Litigation Trust solely to the extent of the Additional Net Avoidance Action Proceeds and the other rights set forth in the “Economic Rights” or the “Governance Rights” sections above (*i.e.*, they shall not, among other things, appoint the Litigation Trustee or the Litigation Trust Oversight Board).

Exhibit C

Litigation Trust Interest Transfer Form

FORM OF TRANSFER NOTICE (Litigation Trust Interests)⁴

Class A Litigation Trust Interests
Class B Litigation Trust Interests

To: [Drivetrain, LLC or other named registrar], in its capacity as Registrar (the "**Registrar**")
Cc: Drivetrain, LLC, as Original Trustee (the "**Trustee**") for the SunEdison Litigation Trust
(the "**Litigation Trust**")
Transferor: [insert legal name of the proposed transferor] (the "**Transferor**")
Transferee: [insert legal name of the proposed transferee] (the "**Transferee**")
Date: [insert date, must be identical on counterpart Transfer Notices]

1. The undersigned Transferor and Transferee hereby confirm to the Registrar that the Transferor has agreed to transfer to the Transferee the following Litigation Trust Interests of the Litigation Trust:
 - (a) [Class A] Litigation Trust Interests in aggregate number and face value of [# and \$xx. xx] and all rights in respect thereof; and
 - (b) [Class B] Litigation Trust Interests in aggregate number and face value of [# and \$xx. xx] and all rights in respect thereof; and
2. The Transferor and the Transferee request the Trustee and the Registrar to effect the transfer of the [Class A or Class B] Litigation Trust Interests, the subject of this Transfer Notice, in accordance with the Litigation Trust Agreement.
3. The Litigation Trust Interests have not been and will not be registered under the federal laws of the United States, under the securities laws of any State of the United States of America or any other jurisdiction. The Litigation Trust Interests are not "restricted securities" within the meaning of Rule 144(a)(3) made under the Securities Act of 1933, as amended (the "**Securities Act**") and may be immediately resold following issuance, without restriction under the Securities Act, by holders of Litigation Trust Interests who are not "affiliates" (as defined under the Securities Act) of the Reorganized Debtors or the Litigation Trust and have not been "affiliates" (as so defined) of the Reorganized Debtors or the Litigation Trust within the period of ninety (90) calendar days ending on the date of issuance of the Litigation Trust Interest under the Plan of Reorganization and Litigation Trust Agreement.
4. The Transferor [is/is not] an "affiliate" (as defined in the U.S. Securities Act of 1933) of the Reorganized Debtors.
5. The Transferee:
 - (a) [is/is not] an existing holder of Class A Litigation Trust Interests; and
 - (b) [is/is not] an existing holder of Class B Litigation Trust Interests.
6. All payments in respect of the Litigation Trust Interests transferred to the Transferee are to be made (unless otherwise instructed by the Transferee) to the following account, which shall (until

further notice) be the registered account of the Transferee for the purposes of the Litigation Trust Agreement:

Name of bank :
Address of bank :
For the account of :
EUR account number:
IBAN :
SWIFT code :

7. The registered address, e-mail address and contact information of the Transferee for the purposes of the register of interest holders (the “**Register**”) of the Trust is stated below:

[insert Transferee's address, e-mail address and contact information. If the Transferee is already a holder of Litigation Trust Interests, the information provided to the Registrar (both in terms of payments and contact information) must be identical to the information already noted in the Register, or the Transferee may replace this paragraph 7 with a confirmation that the payment and contact details already noted on the Register shall apply to the transferred Litigation Trust Interests.]
8. The Transferee acknowledges that a transfer of title to the Litigation Trust Interests is determined solely by the entry of the transfer into the Register and that entries on the Register are conclusive evidence of title to the Litigation Trust Interests and of the date of transfer of title to Litigation Trust Interests, absent manifest error.
9. None of the Trustee or the Registrar is required, or shall have any obligation, to accept any application for a transfer of Litigation Trust Interests, or to make any payment under or in respect of the Litigation Trust Interest to a purported Transferee, in any circumstance where any applicable requirement specified in the Litigation Trust Agreement has not been satisfied. Without limitation to the foregoing, the Trustee may refuse to register any transfer of Litigation Trust Interest unless it has received (directly or via the Registrar) a valid Transfer Notice.
10. The Trustee, with the consultation of or at the direction of the Litigation Trust Oversight Board may restrict the effect of any transfer of Litigation Trust Interests if, in its own discretion, such transfer may subject the Trust to reporting or registration requirements under the Securities Exchange Act of 1934, or if such effect of transfer may alter or effect Article 5 of the Litigation Trust Agreement.
11. This Transfer Notice may be executed by the Transferor and the Transferee in counterparts, each of which shall constitute an original and both of which taken together shall constitute one and the same Transfer Notice.
12. Terms defined in the Litigation Trust Agreement shall have the same meaning in this Transfer Notice.

[insert name of Transferor]

By: [insert name of signatory] [Authorised Signatory]
[insert title, for persons signing on behalf of corporate entities]

[insert name of Transferee]

By: [insert name of signatory] [Authorised Signatory]
[insert title, for persons signing on behalf of corporate entities]

Acknowledged By:

Effective Date: _____
Drivetrain, LLC, as Trustee to the SunEdison Litigation Trust

Name:

Title:

Enclosures: KYC Information for the Transferee

Exhibit D

Trustee Compensation Schedule

Compensation Terms

The Original Trustee (“Drivetrain”) shall be entitled to the following compensation:

- Fees. As consideration for the services to be provided following the Effective Date, the Litigation Trust shall pay Drivetrain in accordance with a fixed monthly fee arrangement (the “Monthly Fees”) based on the amounts set forth in the chart below. The Monthly Fees shall be payable in advance each month on the first day of each month until the termination of Drivetrain’s appointment pursuant to the Litigation Trust Agreement,⁵ the Plan, and the Confirmation Order; provided, that the Monthly Fee payable for the first and last month of Drivetrain’s engagement shall be prorated for the actual number of days Drivetrain is engaged during each such month. The Monthly Fees shall be fully earned as of the first day of such month.

YEAR (post Effective Date)	MONTHLY RATES
1 st	\$ 19,500
2 nd	\$ 15,000
3 rd	To be determined by agreement between Drivetrain and the Litigation Trust Oversight Board

- Expense Reimbursement. In addition to any Monthly Fees and the Additional Compensation (as defined below) payable to Drivetrain, the Litigation Trust shall promptly reimburse Drivetrain, following delivery to the Litigation Trust of a reasonably detailed written invoice, for all reasonable, documented out-of-pocket expenses (including reasonable expenses of counsel and other professionals), travel and lodging, data processing and communications charges, courier services and other expenditures incurred in connection with, or arising out of Drivetrain’s services provided as Original Trustee under the Litigation Trust Agreement (“Expense Reimbursement”).

⁵ Unless otherwise defined, capitalized terms shall have the meaning ascribed to such terms in the *First Amended Joint Plan of Reorganization of SunEdison Inc. and its Debtor Affiliates* [ECF No. 3314 - Exhibit A to the Disclosure Statement], or, if not defined therein, the Litigation Trust Agreement, dated as of [____], 2017.

- Additional Compensation. In addition to Monthly Fees and the Expense Reimbursement, the Litigation Trust shall pay Drivetrain the following (the “Additional Compensation”):
 - As used herein, “Net Litigation Trust Proceeds” means, on any date of determination, the aggregate amount of Litigation Trust Proceeds actually received by the Litigation Trust, less the aggregate amount of all costs and expenses, as set forth in the Litigation Trust’s books and records, actually incurred (whether or not paid) by the Litigation Trust in connection with investigating, prosecuting, settling, liquidating, or disposing of the Litigation Trust Causes of Action.
 - At such time as Net Litigation Trust Proceeds equal or exceed \$50,000,000, an amount in Cash equal to 1.25% of such Net Litigation Proceeds up to \$75,000,000; plus
 - An amount in Cash equal to 1.35% of the Net Litigation Trust Proceeds, as determined on such Distribution Date, that equal or exceed \$75,000,000 but are less than \$100,000,000; plus
 - An amount in Cash equal to 1.45% of the Net Litigation Trust Proceeds, as determined on such Distribution Date, that equal or exceed \$100,000,000 but are less than \$125,000,000; plus
 - An amount in Cash equal to 1.55% of the Net Litigation Trust Proceeds, as determined on such Distribution Date, that equal or exceed \$125,000,000.
 - For the avoidance of doubt, the Additional Compensation is earned only if more than \$50 million in Net Litigation proceeds are distributed to the Litigation Trust’s beneficiaries.

The Additional Compensation, if earned, shall be paid to Drivetrain contemporaneously with the discharge of Drivetrain and termination of the Litigation Trust. In the event Drivetrain is removed as Litigation Trustee by the Litigation Trust Oversight Board pursuant to Section 3.5 of the Litigation Trust Agreement for any reason (other as a result of its gross negligence, fraud or willful misconduct), Drivetrain shall continue to be entitled to be paid Additional Compensation on further distributions based upon the schedule above when such distributions are made.

- General Terms.
 - It is expected that Alan Carr and Tim Daileader will have primary responsibility on this matter.
 - No amounts payable hereunder shall be subject to reduction, setoff, disgorgement or reimbursement, other than pursuant to a Final Order or with the prior written consent of Drivetrain.
 - No fee or amount paid or payable to any other Entity by the Litigation Trust or by any other Entity shall reduce or otherwise affect the Monthly Fees, Additional Compensation, or Expense Reimbursement paid or payable to Drivetrain, except

to the extent used in calculating Net Litigation Trust Proceeds.

- o All amounts paid to Drivetrain shall be in cash, in United States currency, and on or by the dates set forth herein.
- o All other terms of Drivetrain's engagement are set forth in the Litigation Trust Agreement, the Plan, and the Confirmation Order.

EXHIBIT 7.6

GUC/Litigation Trust Causes of Action

EXHIBIT 7.6

SCHEDULE OF GUC/LITIGATION TRUST CAUSES OF ACTION¹

Article 7.5 of the Plan provides that, on the Effective Date, or on such other date as is set forth in the GUC/Litigation Trust Agreement, pursuant to section 1123(b)(3) of the Bankruptcy Code, the GUC/Litigation Trust Assets shall be transferred by the Debtors (and deemed transferred) to the GUC/Litigation Trust free and clear of all Claims, Liens, charges, encumbrances, rights, and interests, without the need for any Entity to take any further action or obtain any approval and the GUC/Litigation Trust shall be authorized as the representative of the Estates to pursue GUC/Litigation Trust Causes of Action.

“GUC/Litigation Trust Causes of Action” means all Causes of Action of the Debtors’ Estates as of the Effective Date, including all Estate Avoidance Actions (other than Avoidance Actions against the Yieldcos and Avoidance Actions against the Prepetition First Lien Secured Parties and the Second Lien Creditors), to the extent such Causes of Action are not released, or settled with the consent of the Creditors’ Committee, pursuant to Article 11.5 of the Plan or released or settled pursuant to an Order of the Bankruptcy Court or the Committee/BOKF Plan Settlement Term Sheet.

Article 7.6(b) of the Plan provides that the GUC/Litigation Trust, with the consent of the Reorganized Debtors to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors’ collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP, shall determine whether to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing), and shall not be required to seek further approval of the Bankruptcy Court for such action. The GUC/Litigation Trust or any successors may pursue such litigation claims in accordance with the best interests of the GUC/Litigation Trust or any successor holding such rights of action. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any GUC/Litigation Trust Cause of Action against them as any indication that the GUC/Litigation Trust will not pursue any and all available GUC/Litigation Trust Causes of Action against them. The GUC/Litigation Trust expressly reserves all rights to prosecute any and all GUC/Litigation Trust Causes of Action against any Entity, except as otherwise provided in the Plan.** Unless any GUC/Litigation Trust Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of the Bankruptcy Court, the GUC/Litigation Trust expressly reserves all GUC/Litigation Trust Causes of Action for later adjudication. For the avoidance of doubt, any Causes of Action pursuant to which the Reorganized Debtors seek to recover proceeds from Earnout Assets, Residual Assets, or Repatriated Cash shall be preserved and retained, and shall remain with the Reorganized Debtors and shall not be transferred to the GUC/Litigation Trust.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Amended Joint Plan of Reorganization of SunEdison, Inc. and its Debtor Affiliates, filed on June 12, 2017 [Docket No. 3314].

Notwithstanding, and without limiting the generality of, Articles 7.5 and 7.6 of the Plan, the following Exhibit 7.6-1 through Exhibit 7.6-10 include specific types of Causes of Actions expressly preserved by the Debtors and the Reorganized Debtors and transferred to the GUC/Litigation Trust, including: (i) claims related to accounts receivable and accounts payable; (ii) claims related to deposits, adequate assurance postings, and other collateral postings; (iii) claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation; (iv) claims related to contracts and leases, including for setoff; (v) claims related to vendor and/or customer obligations; (vi) claims related to tax credits and refunds; (vii) claims related to intellectual property; (viii) claims related to environmental matters; (ix) claims related to current or former employee matters, and (x) claims related to potential avoidance of prepetition transfers under sections 362, 502, 510, 542, 543, 547, 548, and 550 of the Bankruptcy Code. Each such exhibit is subject to the terms of the Plan and the information provided in this Exhibit 7.6.

In addition, the Debtors expressly retain and transfer to the GUC/Litigation Trust all Claims and Causes of Action (other than Avoidance Actions against the Yieldcos and Avoidance Actions against the Prepetition First Lien Secured Parties and the Second Lien Creditors) against any Entity listed in each of the creditor matrices for each Debtor (the "Creditor Matrix"), regardless of whether such Entity is listed in the following Exhibit 7.6-1 through Exhibit 7.6-10, to the extent such Entities owe or may in the future owe money to the Debtors or the Reorganized Debtors, except to the extent Claims and Causes of Action against an Entity listed in the Creditor Matrix have been settled or released through the Plan or an order of the Bankruptcy Court.

Exhibit 7.6-1

Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, including but not limited to any claims for contribution, setoff, recoupment, or indemnification, provided, however, the Debtors expressly reserve all Causes of Action to the extent that they may be asserted as recoupment, setoff, counterclaims or otherwise against any Entities who assert that the Debtors or Reorganized Debtors owe money to them, including but not limited to any related defenses and cross claims.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-2

Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit or collateral.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-3

**Claims, Defenses, Cross-Claims, and
Counter-Claims Related to Litigation and Possible Litigation**

The following Exhibit 7.6-3 includes Entities, affiliates, subsidiaries and successors and assigns, that are party to or that the Debtors believe may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all claims, defenses, cross claims, setoffs and counterclaims against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regardless of whether such Entity is included on the schedule accompanying this Exhibit 7.6-3, which schedule includes such actions to which the Debtors may be party as a plaintiff or defendant. For the avoidance of doubt, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all claims, defenses, cross claims, setoffs and counterclaims against or related to all Entities arising from prepetition merger and acquisition activities, regardless of whether such Entity is included on the schedule accompanying this Exhibit 7.6-3.

For the avoidance of doubt, no Entity may rely on its omission from Exhibit 7.6-3 as any indication that the GUC/Litigation Trust will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve and transfer to the GUC/Litigation Trust all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

For the avoidance of doubt, to the extent any provision in the Plan (including this Plan Supplement) is inconsistent with the terms of the D&O Settlement Agreement or the D&O Settlement Approval Order, the D&O Settlement Agreement or the D&O Settlement Approval Order, as applicable, shall control.

For the avoidance of doubt, to the extent any provision in the Plan (including this Plan Supplement) is inconsistent with the terms of the YieldCo Settlement Agreements or the order of the Bankruptcy Court approving the YieldCo Settlement Agreements [Docket No. 3292] (the "YieldCo Settlement Approval Order"), the YieldCo Settlement Agreements or the YieldCo Settlement Approval Order, as applicable, shall control.

SUNEDISON, INC., ET AL – LIST OF CLAIMS

NAME	JURISDICTION	OTHER PARTY	CONTACT INFORMATION OF PRIMARY COUNSEL	CONTACT INFORMATION OF OTHER COUNSEL
ADLER	INDIA			
AEROTEK	EASTERN DISTRICT OF MISSOURI	AEROTEK, INC.	SHOOK, HARDY & BACON LLP MICHAEL B. BARNETT MARK MOEDRITZER RICHARD F. SHEARER KANSAS CITY, MO 64108-2613	
AGRAWAL V. TERRAFORM GLOBAL	ND CALIFORNIA	ABHISHEK AGRAWAL		
AIG V. SPG	COLORADO	AIG PROPERTY CASUALTY CO., AS SUBROGEE OF JOHN PAUL DEJORIA	DWORKIN, CHAMBERS & WILLIAMS, YORK, BENSON & EVANS, P.C. GERI O'BRIEN WILLIAMS LACY A. SCOTT 3900 E. MEXICO AVENUE SUITE 1300 DENVER, CO 80210	
AIREKO CONSTRUCTION LLC	PUERTO RICO LOCAL COURT	AIREKO CONSTRUCTION LLC	ATTN: FERNANDO E. AGRAIT 701 AVENIDA PONCE DE LEON EDIFICIO CENTROS DE SEGUROS, OFICINA 414 SAN JUAN PR 00907	
APPALOOSA DERIVATIVE LITIGATION	DELAWARE CHANCERY	TERRAFORM POWER APPALOOSA INVESTMENT LIMITED PARTNERSHIP I	BALLARD SPAHR LLP DAVID J. MARGULES ELIZABETH A. SLOAN 919 NORTH MARKET STREET 11TH FLOOR WILMINGTON, DE 19801-3034	

ATLANTIC SPECIALTY INSURANCE CO.	ED MISSOURI	ATLANTIC SPECIALTY INSURANCE COMPANY	CLAYBORNE SABO & WAGNER LLP JOHN SABO 525 WEST MAIN STREET SUITE 105 BELLEVILLE, IL 62220
BLOOM V. SUNEDISON	ND CALIFORNIA	CHARLES BLOOM SHARON BURNSTEIN	SCOTT + SCOTT ATTORNEYS AT LAW LLP
BROUHA (SHEFFIELD)	VERMONT	PAUL BROUHA	DENISE ANDERSON, PLC 35 SOUTH MAIN STREET 2ND FLOOR HANOVER, NH 03755
BRYAN MARTINEZ	SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE	BRYAN MARTINEZ	STEVENS & MCMILLAN HEATHER MCMILLAN DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780
BUTLER V. SUNEDISON	AAA ARBITRATION	MARTHA BUTLER	ELLIE BOWDEN 418 VISTA COURT BENECIA, CA 94510
CARLSBAD AIRPORT SELF STORAGE LP, ET AL.	CALIFORNIA	CARLSBAD AIRPORT SELF STORAGE, COLTON CV, LP COLTON PLANO, LP COLTON VB, LP GSC DEL AMO, LTD GSC INDIO, LTD GSC IRVINE/MAIN, LLC GSC RANCHO I, LLC GSC VICTORVILLE LP ARCADIA, LP SAG OCEANSIDE, LP SAG PALM DESERT, LP SANDERSON J. RAY WOODBIDGE SELF STORAGE, LP	KASDAN SIMONDS WEBER & VAUGHAN LLP KENNETH S. KASDAN ROBERT R. BRINA 19900 MACARTHUR BLVD. SUITE 850 IRVINE, CA 92612-6510

COELHO LITIGATION	US DISTRICT COURT - MASS. CASE 1:15-CV-11927- RWZ	CARLOS A. COELHO D/B/A COELHO & SONS STONEWALLS	J. ALEXANDER WATT 3267 MAIN STREET PO BOX 881 BARNSTABLE, MA 02630
CONSERFRUTTA SRL V. SUNENERGY & PARTNERS S.R.L - MEAG QTA INDEMNITY RESTINCO (ROSATO TERNA)	ITALY	CONSERFRUTTA SRL V. SUNENERGY & PARTNERS S.R.L	
CREAM HILL	US DISTRICT COURT CONNECTICUT	CREAM HILL CLEAN ENERGY, LLC	URY & MOSKOW, LLC NEAL I. MOSKOW 883 BLACK ROCK TURNPIKE FAIRFIELD, CT 06825 PAWA LAW GROUP, P.C. MATTHEW F. PAWA WESLEY KELMAN 1280 CENTRE STREET SUITE 230 NEWTON CENTRE, MA 02459
DAVID SAUNDERS	CANADA, ONTARIO	DAVID SAUNDERS	BARRISTER & SOLICITOR GRAHAM F. SIRMAN 275 ONTARIO STREET SUITE 102 KINGSTON, ONTARIO, K7K 2X5
DAVIDE PALUMBO (EMPLOYMENT)	ITALY	DAVIDE PALUMBO	
DEL MONTE ELECTRIC, INC.	CALIFORNIA STATE COURT	DEL MONTE ELECTRIC, INC.	MCINERNEY & DILLON P.C. TIMOTHY L. MCINERNEY BRIAN M. JUNGINGER 1999 HARRISON STREET, SUITE 1700 OAKLAND, CA 94612
DULL ET AL V. SUNEDISON, INC. INVESTMENT COMMITTEE	ED MISSOURI	JULIE DULL ERIC O'DAY	

DUPONT	DELAWARE	E.I. DU PONT DE NEMOURS AND COMPANY	DUPONT LEGAL IP CORPORATE COUNSEL CRP 721/2152 THOMAS A. STEVENS 974 CENTRE ROAD WILMINGTON, DE 19805-1269	ASHBY & GEDDES STEPHEN J. BALICK LAUREN E. MAGUIRE ANDREW C. MAYO 500 DELAWARE AVENUE PO BOX 1150 WILMINGTON, DE 19899 -AND- BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP ADAM K. MORTARA JOHN C. FITZPATRICK TULSI E. GAONKAR 54 WEST HUBBARD STREET SUITE 300 CHICAGO, IL 60654
EASTCOAST SITE WORKS, INC.	NEW JERSEY STATE COURT	EASTCOAST SITE WORK, INC.	K. JOHNSON & ASSOCIATES, LLC KRISTEN E. JOHNSON 150 CHAMBERS BRIDGE ROAD SUITE 203 BRICK NY 08723	
EASTERN MAINE ELECTRIC (EMEC)	MAINE	EASTERN MAINE ELECTRIC COOPERATIVE, INC.	PRETI, FLAHERTY, BELIVEAU & PACHIOS, LLP JOHN MCVEIGH ONE CITY CENTER, PO BOX 9546 PORTLAND, ME 04112-9546	
ECHOFIRST - FORTIS	CALIFORNIA STATE COURT (SF)	FORTIS ADVISORS LLC KHOSLA VENTURES II LP KHOSLA VENTURES III LP SIGMA ASSOCS. 8, L.P. SIGMA PARTNERS 8, L.P. SIGMA INVESTORS 8, L.P. ENERGY & ENVIRONMENT FIRST INVESTMENT L.P.	GOODWIN PROCTOR LLP MICHAEL T. JONES 135 COMMONWEALTH DRIVE MENLO PARK, CA 94025-1105	GOODWIN PROCTOR LLP HAYES P. HYDE THREE EMBARCADERO CENTER 24TH FLOOR SAN FRANCISCO, CA 94111-9991
ECKA	SOUTH CAROLINA FEDERAL	ECKA GRANULES OF AMERICA, LLC	SOWELL GRAY STEPP & LAFFITTE, LLC ROBERT E. STEPP BENJAMIN R. GOODING 1310 GADSDEN STREET COLUMBIA, SC 29201	

EQUIS	SINGAPORE	EQUIS	1 GEORGE ST #14-04 ONE GEORGE STREET 049145 SINGAPORE
EVOLVE SOLAR	UTAH STATE COURT	EVOLVE SOLAR, INC.	MICHAEL BEST & FRIEDRICK, LLP EVAN S. STRASSBERG 6995 SOUTH UNION PARK CENTER SUITE 100 SALT LAKE CITY, UT 98047
FREEDOM GROUP OF COMPANIES V. SUNEDISON UK (WRONG ENTITY SUED)	UNITED KINGDOM	FREEDOM GROUP OF COMPANIES	7, PHOENIX SQUARE ,WYNCOLLS ROAD COLCHESTER CO4 9AS UNITED KINGDOM
FRENCH TCPA LAWSUIT	EASTERN DISTRICT OF CALIFORNIA	NORENE FRENCH	C/O BURSOR & FISHER, P.A., L TIMOTHY FISHER, ANNICK M. PERSINGER, YEREMEY O. KRIVOSHEY, 1990 NORTH CALIFORNIA BLVD., WALNUT CREEK, CA 94596
FRONTIER CAL. INC. V. SUNEDISON, INC.	CALIFORNIA STATE COURT	FRONTIER CALIFORNIA INC. (VERIZON CALIFORNIA)	DIAMOND & DRAGOJEVIC, LLP, 21860 BURBANK BLVD, STE 370, WOODLAND HILLS, CA 91367
GESTAMP	TEXAS STATE COURT	GESTAMP SOLARSTEEL U.S., INC.	JUSTIN KELLY, BURR & FORMAN LLP 3400 WELLS FARGO TOWER 420 NORTH 20TH ST. BIRMINGHAM, AL 35203

GOLDEN V. CHATILA (MD DERIVATIVE ACTION)	MONTGOMERY COUNTY, MARYLAND STATE COURT	JAMES GOLDEN SUNEDISON, INC. TERRAFORM GLOBAL, INC.	MURPHY, FALCON & MURPHY WILLIAM H. MURPHY III ONE SOUTH STREET 23RD FLOOR BALTIMORE, MD 21202	THE BROWN LAW FIRM, P.A. TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771
GREENE TWEED	IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS	GREENE TWEED & CO.	MCGUIRE WOODS LLP THOMAS M. FARRELL 600 TRAVIS STREET SUITE 7500 HOUSTON, TX 77002	
GULF COAST	TEXAS	GULF COAST KAPROC, INC. D/B/A ARMSTRONG/WEATHERLY & ASSOCIATES, INC.	GRAY REED & MCGRAW, P.C. JOE VIRENE 1300 POST OAK BLVD. SUITE 2000 HOUSTON, TX 77056	
HELIX ELECTRIC OF NEVADA / WISZCO, LLC	NEVADA STATE COURT	WISZCO LLC	RICHARD PEEL PEEL BRIMLEY 3333 E. SERENE AVE SUITE 200 HENDERSON, NV 89074	
HILLIKER	MASSACHUSETTS STATE COURT	VICTORIA HILLIKER	PHILIP J. PUGLISI BIGELOW & PUGLISI, P.C. 11 BEACON ST. SUITE 615 BOSTON, MA 02108	
HOROWITZ V. SUNEDISON ET AL. (CONSOLIDATED SUNE SECURITIES CLASS ACTION)	SDNY MDL	HOROWITZ ETC.	CAREY, DANIS & LOWE LLC JAMES ROSEMERGY 8235 FORSYTH STE. 1100 ST. LOUIS, MO 63105	GARDY AND NOTIS, LLP MARK GRADY TOWER 56 126 EAST 56TH STREET, 8TH FLOOR NEW YORK, NY 10024
HYDROENERGY COMPANY LTD V. NVT LICENSES LLC	UNITED KINGDOM	HYDROENERGY COMPANY LTD		

INDIVIDUAL SHAREHOLDER ACTIONS (CA) (COBALT PARTNERS, GLENVIEW CAPITAL, OMEGA CAPITAL INVESTORS, OKLAHOMA FF, KINGDON ASSOCIATES, VMT II,	SDNY	ROBBINS GELLER DARREN J. ROBBINS JAMES JACONETTE JENNIFER NUNEZ CARINGAL SCOTT H. SAHAM SUSAN G. TAYLOR 655 W BROADWAY STE. 1900 SAN DIEGO, CA 92101 -AND- ROBBINS GELLER DENNIS J HERMAN DAVID WILLIAM HALL POST MONTGOMERY CENTER, ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104		
IRON WORKERS MID-SOUTH PENSION FUND V. TERRAFORM GLOBAL	ND CALIFORNIA	IRON WORKERS MID-SOUTH PENSION FUND		
JONES - ERISA	ED MO AND ST. LOUIS COUNTY, MISSOURI STATE COURT	JERRY JONES MANUEL ACOSTA	DYSTART AND TAYLOR DON R. LOLLI 4420 MADISON AVENUE SUITE 200 KANSAS CITY, MO 64111	GAINEY MCKENNA & EGGLESTON THOMAS J. MCKENNA 295 MADISON AVE. 4TH FLOOR NEW YORK, NY 10017
KERN COUNTY	COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY	KERN SOLAR LLC SUNE P11L HOLDINGS LLC	1717 ARCH STREET PHILADELPHIA, PA 19103	VENZIE, PHILLIPS & WARSHAWER BRUCE L. PHILLIPS 2032 CHANCELLOR STREET PHILADELPHIA, PA 19103
KPMG LLP AND ITS AFFILIATES	KPMG LLP AON CENTER SUITE 5500 200 EAST RANDOLPH DRIVE CHICAGO, IL 60601-6436 KPMG LLP SUITE 300 10 SOUTH BROADWAY ST. LOUIS, MO 63102-1761			

KUNZ V. SUNEDISON	ED MISSOURI	ROBERT KUNZ	
LAP - ARBITRATION	ICC ARBITRATION	BTG PACTUAL BRAZIL INFRASTRUCTURE FUND II, LP P2 BRASIL PRIVATE INRRASTRUCTURE FUND II, LP P2 FUND II LAP CO-INVEST LP P2 LAP CO-INVEST UK, LP GMR HOLDING B.V. ROBERTO SAHADE	QUINN EMMANUEL URQUHART & SULLIVAN, LLP MICHAEL CARLINSKY, TAI-HENG CHENG JOHN H. CHUN 51 MADISON AVENUE 22ND FLOOR NEW YORK, NY 10010
LAP - COURT	NEW YORK STATE COURT	BTG PACTUAL BRAZIL INFRASTRUCTURE FUND II, LP P2 BRASIL PRIVATE INRRASTRUCTURE FUND II, LP P2 FUND II LAP CO-INVEST LP P2 LAP CO-INVEST UK, LP GMR HOLDING B.V. ROBERTO SAHADE	QUINN EMMANUEL URQUHART & SULLIVAN, LLP MICHAEL CARLINSKY, TAI-HENG CHENG JOHN H. CHUN 51 MADISON AVENUE 22ND FLOOR NEW YORK, NY 10010
LENNOX	CANADIAN COURT	LENNOX SNOW FENCE CO. (1982) LTD.	
LINTON V. SUNEDISON	ED MISSOURI	ROBERT LINTON	
MAHARAJ (EMPLOYMENT)	CANADA	AMAN MAHARAJ	RUDNER MACDONALD LLP NATALIE MACDONALD 2 BLOOR ST W., STE. 1005 TORONTO, ON M4W3E2
MAILLETT	MAINE	JASON MALLIETT	GILBERT & GREIF ARTHUR GREIF 82 COLUMBIA ST, PO BOX 2339, BANGOR, ME, 04402-2339

MALLIETT V. FIRST WIND (EMPLOYMENT)	MAINE STATE COURT	JASON MALLIETT	ARTHUR GREIF GILBERT & GREIF 82 COLUMBIA ST. PO BOX 2339 BANGOR ME 04402-2339	
MARATHON	AAA ARBITRATION	MARATHON CAPITAL LLC	RIMON PC RICHARD MOONEY ONE EMBARCADERO CENTER SUITE 400 SAN FRANCISCO, CA 94111	
MARQUITA BELCHER V. PV GURU, INC. AND SUNEDISON, INC.	ALAMEDA COUNTY, CALIFORNIA	MARQUITA BELCHER		
MCKINSEY RECOVERY & TRANSFORMATION SERVICES U.S., LLC AND ITS AFFILIATES			TWO HARBOR POINT SQUARE 100 WASHINGTON BOULEVARD STAMFORD, CT 06902	
MERIDIAN	MASSACHUSETTS STATE COURT	MERIDIAN ASSOCIATES, INC.	MICLANE MIDDLETON, P.A. ANDREW P. BOTTI 300 TRADE CENTER SUITE 7000 WOBURN, MA 01801	
MICHELE BEASLEY	ARBITRATION - JAMS	MICHELE BEASLEY	17 HOVEY AVENUE, NATICK, MA 01760	RITZ CLARK & BEN-ASHER LLP JONATHAN BEN-ASHER 59 MAIDEN LANE 39TH FLOOR NEW YORK, NY 10038
MILFORD WIND CORRIDOR LITIGATION	DELAWARE CHANCERY	MTW RESOURCES, LLC	RATH, YOUNG AND PIGNATELLI, P.C. CURT WHITTAKER 1 OAKMONT DRIVE CONCORD, NH 03301	

MO DERIVATIVE LITIGATIONS	MISSOURI STATE COURT	TROY JACKSON	COSGROVE LAW GROUP, LLC DAVID B. COSGROVE DANIEL V. CONLISK 7733 FORSYTH BLVD. SUITE 1675 ST. LOUIS, MO 63105	HYNES KELLER & HERNANDEZ, LLC MICHAEL J. HYNES 3070 BRISTOL PIKE, SUITE 112 1150 FIRST AVENUE, SUITE 501 KING OF PRUSSIA, PA 19406
MOODIE V. SUNEDISON	NEW YORK – SOUTHERN			
MSSA	TEXAS	MSSA S.A.S. MSSA COMPANY CORPORATION	SHIPLEY SNELL MONTGOMERY LLP LAINA R. MILLER 712 MAIN STREET SUITE 1400 HOUSTON, TX 77002	MURPHY & MCGONIGLE, P.C. STEVEN D. FELDMAN BARRY S. GOLD 1185 AVENUE OF THE AMERICAS 21ST FLOOR NEW YORK, NY 10036
MSSA - ARBITRATION	INTERNATIONAL CHAMBER OF COMMERCE	MSSA S.A.S. MSSA COMPANY CORPORATION	MURPHY & MCGONIGLE, P.C. STEVEN D. FELDMAN BARRY S. GOLD 1185 AVENUE OF THE AMERICAS 21ST FLOOR NEW YORK, NY 10036	
NEVADA STATE CONTRACTORS BOARD	NEVADA STATE CONTRACTORS BOARD	NEVADA STATE CONTRACTORS BOARD	9670 GATEWAY DRIVE SUITE 100 RENO, NV 89521	
OKLAHOMA FIREFIGHTERS PENSION AND RETIREMENT SYSTEM V. SUNEDISON	ND CALIFORNIA	OKLAHOMA FIREFIGHTERS PENSION AND RETIREMENT SYSTEM	ROBBINS GELLER RUDMAN & DOWD LLP DENNIS J. HERMAN DAVID W. HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET SUITE 1800 SAN FRANCISCO, CA 94104	EISEMAN LEVINE LEHRAUPT & KAKOYIANNIS, P.C. LAURENCE MAY PETER REISER ERIC ASCHKENASY 805 THIRD AVENUE, 10 TH FL NEW YORK, NY 10022

ORTECH CONSULTING - CANADA	CANADA	ORTECH CONSULTING INC.	BARRISTERS & SOLICITORS MARCHALL KIREWSKIE PAUL MARSHALL 201-88 DUNN STREET OAKVILLE, ONTARIO L6J 3C	
PACKAGING SPECIALTIES	OHIO STATE COURT	PACKAGING SPECIALTIES, INC.	PACKAGING SPECIALTIES, INC. 300 LAKE ROAD MEDINA, OH 44256	ULMER & BERNE LLP MICHAEL S. TUCKER LIAM J. DUNN 1660 WEST 2ND STREET SUITE 1100 CLEVELAND, OH 44113
PCS	NORTH CAROLINA	PCS PHOSPHATE COMPANY, INC. PCS SALES (USA), INC.	PARKER POE ADAMS & BERNSTEIN LLP CHARLES E. RAYNAL, IV PNC PLAZA 301 FAYETTEVILLE STREET SUITE 1400, PO BOX 389 RALEIGH, NC 27601	JONES DAY Paula S. Quist Kristina K. Cercone 77 W. Wacker Drive Chicago, Illinois 60601-1692
PRICEWATERHOUSECOOPERS LLP AND ITS AFFILIATES			300 MADISON AVENUE NEW YORK, NY 10017	
PRIME SOLAR SOURCE	NEW JERSEY STATE COURT	PRIME SOLAR SOURCE, LLC	GLUCK WALRATH LLP ANDREW BAYER 4428 RIVER VIEW PLAZA TRENTON, NJ 08611	
PYRAMID HOLDINGS V. TERRAFORM GLOBAL (CONSOLIDATED TERP SECURITIES CLASS ACTION)	SDNY MDL	PYRAMID HOLDINGS, ETC.	ABRAHAM FRUCHTER & TWERSKY LLP IAN BERG 11622 EL CAMINO REAL, SUITE 100 SAN DIEGO, CA 92130 -AND- ABRAHAM FRUCHTER & TWERSKY LLP LAWRENCE DONALD LEVIT JACK GERALD FRUCHTER ONE PENN PLAZA SUITE 2805 NEW YORK, NY 10119	ANDREWS KURTH LLP CASSANDRA LYNN PORSCHE 450 LEXINGTON AVENUE NEW YORK, NY 10017

REFEX	INDIA	REFEX		
SHIN-ETSU/SOLIACX	OREGON STATE COURT	SHIN-ETSU QUARTZ PRODUCTS CO., LTD.	LANDERHOLM P.S. TIMOTHY J. CALDERBANK 805 BROADWAY STREET SUITE 1000, PO BOX 1086 VANCOUVER, WA 98666	
SKYPOWER	CANADA	SUNE SKY 13TH SIDEROAD LP SUNE SKY RYERSE LP	LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP GLENN SMITH AND MELANIE BAIRD 130 ADELAIDE ST. WEST TORONTO ON M5H 3P5	
SOLOMONEDWARDSGROUP, LLC	ST. CHARLES COUNTY, MISSOURI STATE COURT	SOLOMON EDWARDS GROUP, LLC	VINCENT D. VOGLER TWO CITYPLACE DRIVE SUITE 150, P.O. BOX 419037 ST. LOUIS, MO 63141-9037	
SOUTH LIGHT	CANADIAN COURT	SOUTH LIGHT DESIGN / BUILD INC.		
ST. MARY'S	CANADIAN COURT	CBA READY MIX DIVISION (ST. MARY'S CEMENT INC., CANADA)		
SUMEI	JAPAN	SUMEI		
SUNEDISON ERISA ACTIONS - USENKO	EASTERN DISTRICT OF MISSOURI	ALEXANDER Y. USENKO	WEINHAUS & POTASHNICK MARK POTASHNICK 11500 OLIVE BLVD. SUITE 133 ST. LOUIS, MO 61341	HARWOOD FEFFER LLP ROBERT I. HARWOOD TANYA KORKHOV 488 MADISON AVENUE NEW YORK, NY 10022

SUNEDISON SOLAR POWER INDIA PRIVATE LIMITED & OTHERS	INDIA		
SUNFUSION SOLAR & SANDY ELLARD	AAA	SANDY ELLARD SUNFUSION SOLAR	7766 ARJONS DRIVE SUITE B SAN DIEGO, CA 92126
SUNPOWER V. SUNEDISON (US)	SANTA CLARA COUNTY, CALIFORNIA SUPERIOR COURT	SUNPOWER CORPORATION	KNOBBE MARTENS OLSON BEAR LLP MICHAEL K. FRIEDLAND AMY C. CHUN ALI S. RAZAI 2040 MAIN STREET, 14 TH FLOOR IRVINE, CA 92614 -AND- KNOBBE MARTENS OLSON BEAR LLP BORIS ZELKIND 12790 EL CAMINO REAL SAN DIEGO, CA 92130
SUPPLYSOURCE DC, LLC D/B/A RE DISTRICT	ARLINGTON COUNTY, VIRGINIA CIRCUIT COURT	SUPPLYSOURCE DC, LLC D/B/A RE DISTRICT	GLEN FRANKLIN KOONTZ, KOONTZ P.C. PO BOX 1176 BERRYVILLE, VA 22611
TECHCORR USA MANAGEMENT, LLC D/B/A TECHCORR USA, LLC	IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS	TECHCORR USA MANAGEMENT, LLC D/B/A TECHCORR USA, LLC	WELSH LEBLANC LLP JARED G. LEBLANC MEGHAN K. FLANERY 8 GREENWAY PLAZA SUITE 1150 HOUSTON, TX 77046
TERRASMART, LLC V. NVT LICENSES, LLC	MASSACHUSETTS STATE COURT	TERRASMART, LLC	ADAM BASCH, BACON WILSON P.C. 33 STATE STREET SPRINGFIELD, MA 01103
TOYO TANSO	OREGON STATE COURT	TOYO TANSO USA, INC.	ATER WYNNE LLP ALEXANDRA M. SCHULMAN 1331 LOVEJOY STREET SUITE 900 PORTLAND, OR 97209-3280

UNITED ELECTRIC SUPPLY CO.	MARYLAND STATE COURT	UNITED ELECTRIC SUPPLY CO., INC.	UNITED ELECTRIC SUPPLY CO., INC. 10 BELLECOR DRIVE NEW CASTLE, DE 19720	JILL D. CARAVAGGIO 11116 INNSBROOK WAY SUITE B IJAMSVILLE, MD 21754
USENKO V. SUNEDISON ET AL. (ERISA CLAIMS)	SDNY MDY (ORIGINALLY ED MISSOURI)	ALEXANDER USENKO	HARWOOD FEEFER LLP DANIELLA QUITT ROBERT I. HARWOOD TANYA KORKHOV 488 MADISON AVENUE NEW YORK, NY 10022	WEINHAUS AND POTASHNICK MARK A. POTASHNICK 11500 OLIVE BOULEVARD SUITE 133 ST. LOUIS, MO 63141
VALLEY HOME	MASSACHUSETTS STATE COURT	VALLEY HOME IMPROVEMENT, INC.	DAVID WILENSKY PO BOX 202 NORTHAMPTON, MA 01061	
VAUGHN WIND	NEW MEXICO	J&K VICENTE LLC VICENTE RANCH CO., INC. JOE VICENTE	JONES, SNEAD, WERTHEIM & CLIFFORD, PA JERRY TODD WERTHEIM 1800 OLD PECOS TRAIL, PO BOX 2228 SANTA FE, NM 87504-2228	
VIVINT SHAREHOLDER CLASS ACTIONS - BUSHANSKY	UTAH STATE COURT	STEPHEN BUSHANSKY	ABBOTT LAW FIR NELSON ABBOTT 3651 NORTH 100 EAST SUITE 350 PROVO, UT 84604	WEISSLAU LLP RICHARD A. ACOCCELLI MICHAEL ROGOVIN KELLY KEENAN 1500 BROADWAY 16TH FLOOR NEW YORK, NY 10036

VIVINT SHAREHOLDER CLASS ACTIONS - WILLIAMS	UTAH STATE COURT	ARNIE WILLIAMS	ABBOTT LAW FIRM NELSON ABBOTT 3651 NORTH 100 EAST SUITE 350 PROVO, UT 84604	RIGRODSKY & LONG, P.A. SETH D. RIGRODSKY BRIAN D. LONG GINA M. SERRA JEREMY J. RILEY 2 RIGHTER PARKWAY, STE. 120, WILMINGTON, DE 19803 -AND- RYAN & MANISKAS, LLP KATHARINE M. RYAN RICHARD A. MANISKAS 995 OLD EAGLE SCHOOL ROAD SUITE 311 WAYNE, PA 19087
VIVINT V. SUNEDISON	DELAWARE CHANCERY	VIVINT SOLAR, INC.	WILSON SONSINI GOODRICH & ROSATI BRADLEY D. SORRELS WILLIAM CHANDLER SHANNON E. GERMAN IAN LISTON 222 DELAWARE AVENUE SUITE 800 WILMINGTON, DE 19801	WILSON SONSINI GOODRICH & ROSATI BORIS FELDMAN STEVEN SCHATZ GIDEON SCHOR 650 PAGE MILL ROAD PALO ALGO, CA 94304-1050
WEGEL V. VIVINT	NEW YORK STATE	BOBBI JO WEGEL MARC WEGEL	THE DRESSLER LAW FIRM PLLC RENTON D. BERSAUD 300 WEST 38TH SSTREET 3RD FLOOR NEW YORK, NY 10018	
XTREME POWER	HAWAII	AIG SPECIALTY INSURANCE CO. F/K/A CHARTIS SPECIALTY INSURANCE CO. XTREME POWER, INC. XTREME POWER SYSTEMS, LLC XTREME POWER GROVE, LLC	AIG -C/O VALDEZ, WEINSTEIN, AND CUELLAR	

21437/RD	INTERNATIONAL COURT OF ARBITRATION			
AGRAWAL	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	TERRAFORM GLOBAL, INC.	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: SHAWN A. WILLIAMS POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101
AGRAWAL	U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA	TERRAFORM GLOBAL, INC.	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: SHAWN A. WILLIAMS POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101
AIG	DISTRICT COURT EAGLE COUNTY, CO			
AIG PROPERTY CASUALTY COMPANY, AS SUBROGEE OF JOHN PAUL DEJORIA	DISTRICT COURT, COUNTY OF EAGLE, STATE OF COLORADO		DWORKIN CHAMBERS & WILLIAMS YORK BENSON & EVANS P.C. ATTN: GERI O'BRIEN WILLIAMS & LACY A. SCOTT 3900 E. MEXICO AVE. STE. 1300 DENVER, CO 80210	
ALBEMARLE CORP.	TEXAS	MEMC PASADENA, INC.		
ALBEMARLE CORPORATION, ET AL.	UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS	MEMC ELECTRONIC MATERIALS, INC.		
AMAN MAHARAJ	ONTARIO SUPERIOR COURT OF JUSTICE, TORONTO, ONTARIO	NATALIE MACDONALD RUDNER MACDONALD LLP 2 BLOOR ST W., SUITE 1005 TORONTO, ON M4W 3E2 CANADA		

ANTON S. BADRI	U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA	TERRAFORM GLOBAL	FRANCIS A. BOTTINI JR. 7817 IVANHOE AVE. STE. 102 LA JOLLA, CA 92037
APPALOOSA INVESTMENT	COURT OF CHANCERY OF THE STATE OF DE	TERRAFORM POWER	DAVID J. MARGULES ELIZABETH A. SLOAN BALLARD SPAHR LLP 919 N. MARKET ST., 11TH FL. WILMINGTON, DE 19801-3034
APPALOOSA INVESTMENT LIMITED PARTNERSHIP I ET AL.	COURT OF CHANCERY OF THE STATE OF DE		DAVID J. MARGULES ELIZABETH A. SLOAN BALLARD SPAHR LLP 919 N. MARKET ST., 11TH FL. WILMINGTON, DE 19801-3034
ARNIE WILLIAMS	UTAH STATE COURT		ABBOTT LAW FIRM ATTN: NELSON ABBOTT 75 SOUTH 200 EAST PROVO, UT 84604 RIGRODSKY & LONG, P.A. ATTN: SETH D. RIGRODSKY, BRIAN D. LONG GINA M. SERRA, JEREMY J. RILEY 2 RIGHTER PARKWAY, SUITE 120 WILMINGTON, DE 19803 -AND- RYAN & MANISKAS, LLP ATTN: KATHARINE M. RYAN, RICHARD A. MANISKAS 995 OLD EAGLE SCHOOL ROAD, SUITE 311 WAYNE, PA 19087
ATLANTIC SPECIALITY INSURANCE CO.	US DISTRICT COURT, EASTERN DISTRICT OF MISSOURI		CLAYBORNE SABO & WAGNER LLP ATTN: JOHN SABO 525 W MAIN ST., SUITE 105 BELLEVILLE, IL 62220
ATLANTIC SPECIALTY INSURANCE COMPANY	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI		CLAYBORNE SABO & WAGNER LLP ATTN: JOHN SABO 525 W MAIN ST., SUITE 105 BELLEVILLE, IL 62220
BADRI	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	TERRAFORM GLOBAL, INC.	FRANCIS A. BOTTINI JR. 7817 IVANHOE AVE. STE. 102 LA JOLLA, CA 92037

BEASLEY	JAMS ARBITRATION - NEW YORK CITY, NY		RITZ CLARK & BEN-ASHER LLP ATTN: JONATHAN BEN-ASHER 59 MAIDEN LANE, 39TH FLOOR NEW YORK, NY 10038-4668	
BELTRAN	UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA	TERRAFORM GLOBAL, INC.	SCOTT + SCOTT ATTORNEYS AT LAW LLP ATTN: JOHN T. JASNOCH 707 BROADWAY, SUITE 1000 SAN DIEGO, CA 92101	
BELYEA	COURT OF CHANCERY OF THE STATE OF DELAWARE	VIVINT SOLAR, INC.	KAHN SWICK & FOTI, LLC ATTN: MICHAEL J. PALESTINA 206 COVINGTON ST. MADISONVILLE, LA 70447	ANDREWS & SPRINGER LLC ATTN: PETER B. ANDREWS, CRAIG J. SPRINGER 3801 KENNETT PIKE BUILDING C, SUITE 305 WILMINGTON, DE 19807
BINGHAM WIND PROJECT, MAINE	MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (MDEP)			
BLOOM	CA SUPERIOR COURT, SAN MATEO COUNTY		SCOTT + SCOTT ATTORNEYS AT LAW LLP ATTN: JOHN T. JASNOCH, DONALD BROGGI, T LAUGHLIN JOSEPH HALLORAN, DAVID SCOTT 707 BROADWAY SUITE 1000 SAN DIEGO, CA 92101	
BLOOM ET AL	U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA		SCOTT + SCOTT ATTORNEYS AT LAW LLP ATTN: JOHN T. JASNOCH, DONALD BROGGI, T LAUGHLIN JOSEPH HALLORAN, DAVID SCOTT 707 BROADWAY SUITE 1000 SAN DIEGO, CA 92101	
BOBBIE JO WEGEL	SUFFOLK COUNTY SUPERIOR COURT, MA		THE DRESSLER LAW FIRM PLLCATTN: RENTON D. BERSAUD300 W 38TH S ST.3RD FL.NEW YORK, NY 10018	

BROUHA	U.S. DISTRICT COURT, DISTRICT OF VERMONT (SHEFFIELD COURT) AND STATE OF VERMONT PUBLIC SERVICE BOARD	VERMONT WIND, LLC	DENISE ANDERSON, PLLC 85 N. MAIN ST., SUITE 245 WHITE RIVER JUNCTION, VT 05001
BROUHA	UNITED STATES DISTRICT COURT FOR THE DISTRICT OF VERMONT	VERMONT WIND, LLC	DENISE ANDERSON, PLLC 85 N. MAIN ST., SUITE 245 WHITE RIVER JUNCTION, VT 05001
BRYAN MARTINEZ	CALIFORNIA STATE COURT		STEVENS & MCMILLAN ATTN: HEATHER MCMILLAN, DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780
BRYAN MARTINEZ	CALIFORNIA STATE COURT - 30-2016- 00844937		STEVENS & MCMILLAN ATTN: HEATHER MCMILLAN, DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780
BRYAN MARTINEZ	CALIFORNIA STATE COURT - 30-2016- 00844937-CU-OE-CJC		STEVENS & MCMILLAN ATTN: HEATHER MCMILLAN, DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780
BTG PACTUAL BRAZIL INFRASTRUCTURE FUND II LP ET AL.	SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK - CASE NO. 16- 650676		QUINN EMMANUEL URQUHART & SULLIVAN LLP ATTN: ROBERTO SAHADE, MICHAEL CARLINSKY, TAI-HENG CHENG, JOHN H. CHUN 51 MADISON AVE. , 22ND FL. NEW YORK, NY 10010

BTG PACTUAL BRAZIL INFRASTRUCTURE FUND, ET AL	SUPREME COURT OF THE STATE OF NY, COUNTY OF NY - INDEX NO. 650676/2016		QUINN EMMANUEL URQUHART & SULLIVAN LLP ATTN: ROBERTO SAHADE, MICHAEL CARLINSKY, TAI-HENG CHENG, JOHN H. CHUN 51 MADISON AVE. , 22ND FL. NEW YORK, NY 10010	
BUSHANSKY	FOURTH JUDICIAL DISTRICT COURT UTAH	SEV MERGER SUB, INC., ET AL	WEISSLAU LLP ATTN: RICHARD A. ACOCELLI, MICHAEL ROGOVIN KELLY KEENAN 1500 BROADWAY, 16TH FLOOR NEW YORK, NY 10036	
CA UNEMPLOYMENT INSURANCE CODE COMPLIANCE	EMPLOYMENT DEVELOPMENT DEPARTMENT, STATE OF CALIFORNIA (EDD)			
CA COMPLIANCE UNEMPLOYMENT INSURANCE REVIEW CODE COMPLIANCE	EMPLOYMENT DEVELOPMENT DEPARTMENT, STATE OF CALIFORNIA (EDD)			
CANEZ	COURT OF CHANCERY OF THE STATE OF DELAWARE	BUTTERFIELD, ET AL.	FARUQI & FARUQI LLP ATTN: JUAN E. MONTEVERDE & JAMES M. WILSON, JR. 369 LEXINGTON AVE, 10TH FL. NEW YORK, NY 10017	FARUQI & FARUQI LLP ATTN: JAMES R. BANKO, DERRICK B. FARRELL 20 MONTCHANIN RD, SUITE 145 WILMINGTON, DE 19807
CAPLES AND ROMERO	COURT OF CHANCERY OF THE STATE OF DELAWARE	VIVINT SOLAR, INC.	FRIEDMAN OSTER & TEJTEL PLLC ATTN: JEREMY S. FRIEDMAN SPENSER OSTER, DAVID TEJTEL 240 EAST 79TH STREET, SUITE A NEW YORK, NY 10075	ANDREWS & SPRINGER LLC ATTN: PETER B. ANDREWS, CRAIG J. SPRINGER 3801 KENNETT PIKE BUILDING C, SUITE 305 WILMINGTON, DE 19807
CARLOS A. COELHO D/B/A COELHO & SONS STONEWALLS	MASSACHUSETTS DISTRICT COURT - 1:15-CV-11927-RWZ			

CARLOS COELHO, D/B/A/ COELHO & SONS STONEWALLS	MASSACHUSETTS DISTRICT COURT - 15- CV-11927-RWZ		
CHARLES BLOOM & SHARON BURNSTEIN	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	SCOTT + SCOTT ATTORNEYS AT LAW LLP ATTN: JOHN T. JASNOCH, DONALD BROGGI, T LAUGHLIN JOSEPH HALLORAN, DAVID SCOTT 707 BROADWAY SUITE 1000 SAN DIEGO, CA 92101	
COBALT PARTNERS, LP, ET AL	U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 94104	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101
COBALT PARTNERS, LP, ET AL.	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 94104	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101
CREAM HILL CLEAN ENERGY, LLC	U. S. DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT - 3:16- CV-00291-JAM	PAWA LAW GROUP, P.C. ATTN: MATTHEW F. PAWA & WESLEY KELMAN 1280 CENTRE STREET, SUITE 230 NEWTON CENTRE, MA 02459	NEAL I. MOSKOW URY & MOSKOW LLC 883 BLACK ROCK TURNPIKE FAIRFIELD, CT 06825
CREAM HILL CLEAN ENERGY, LLC	U.S. DISTRICT COURT FOR THE STATE OF CONNECTICUT - CASE NO. 16-CV-00291	PAWA LAW GROUP, P.C. ATTN: MATTHEW F. PAWA & WESLEY KELMAN 1280 CENTRE STREET, SUITE 230 NEWTON CENTRE, MA 02459	NEAL I. MOSKOW URY & MOSKOW LLC 883 BLACK ROCK TURNPIKE FAIRFIELD, CT 06825

E.I. DU PONT DE NEMOURS AND COMPANY	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI - CASE NO.14-CV-01078	BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP	BARTLIT BECK HERMAN PALENCHAR & SCOTT LLPATTN: ADAM K. MORTARA, JOHN C. FITZPATRICK,TULSI E. GAONKAR54 WEST HUBBARD STREET, SUITE 300CHICAGO, IL 60654-AND- ASHBY & GEDDESATTN: STEPHEN J. BALICK, LAUREN E. MAGUIRE,ANDREW C. MAYO500 DELAWARE AVENUE, PO BOX 1150WILMINGTON, DE 19899
E.I. DU PONT DE NEMOURS AND COMPANY	US DISTRICT COURT, DISTRICT OF DELAWARE - 1:14- CV-01078-SLR	BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP	BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP ATTN: ADAM K. MORTARA, JOHN C. FITZPATRICK, TULSI E. GAONKAR 54 WEST HUBBARD STREET, SUITE 300 CHICAGO, IL 60654 -AND- ASHBY & GEDDES ATTN: STEPHEN J. BALICK, LAUREN E. MAGUIRE, ANDREW C. MAYO 500 DELAWARE AVENUE, PO BOX 1150 WILMINGTON, DE 19899

E.I. DU PONT DE NEMOURS AND COMPANY	US DISTRICT COURT, DISTRICT OF DELAWARE - 14-CV- 01078-SLR		BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP	BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP ATTN: ADAM K. MORTARA, JOHN C. FITZPATRICK, TULSI E. GAONKAR 54 WEST HUBBARD STREET, SUITE 300 CHICAGO, IL 60654 -AND- ASHBY & GEDDES ATTN: STEPHEN J. BALICK, LAUREN E. MAGUIRE, ANDREW C. MAYO 500 DELAWARE AVENUE, PO BOX 1150 WILMINGTON, DE 19899
EASTERN MAINE ELECTRIC COOPERATIVE, INC.	BUSINESS AND CONSUMER COURT, STATE OF MAINE, CUMBERLAND COUNTY	FIRST WIND HOLDINGS, LLC FIRST WIND NORTHEAST COMPANY, LLC NORTHEAST WIND PARTNERS II, LLC STETSON WIND HOLDINGS COMPANY, LLC		
ECKA GRANULES OF AMERICA LLC,	UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA, ORANGEBURG DIVISION	MEMC ELECTRONIC MATERIALS, INC. MEMC PASADENA, INC.	SOWELL GRAY STEPP & LAFFITTE LLC ROBERT E. STEPP, BENJAMIN R. GOODING 1310 GADSDEN ST. COLUMBIA, SC 29201	
ECKA GRANULES OF AMERICA, LLC	SOUTH CAROLINA FEDERAL	MEMC ELECTRONIC MATERIALS, INC.	SOWELL GRAY STEPP & LAFFITTE LLC ROBERT E. STEPP, BENJAMIN R. GOODING 1310 GADSDEN ST. COLUMBIA, SC 29201	

EMPLOYEE RETIREMENT INCOME SECURITY ACT LITIGATION (JONES, USENKO, LINTON, WHEELER, DULL)	US DISTRICT COURT, EASTERN DISTRICT OF MISSOURI		
EVOLVE SOLAR	UTAH STATE COURT	EVAN S. STRASSBERG, MICHAEL BEST & FRIEDRICK, LLP 6995 SOUTH UNION PARK CENTER, SUITE 100 SALT LAKE CITY, UT 98047	
EVOLVE SOLAR, INC., ET AL.	FOURTH DISTRICT COURT - UTAH COUNTY, UT	EVAN S. STRASSBERG, MICHAEL BEST & FRIEDRICK, LLP 6995 SOUTH UNION PARK CENTER, SUITE 100 SALT LAKE CITY, UT 98047	
FIRST WIND ENERGY	AAA	FIRST WIND HOLDINGS, LLC KAHUKU WIND POWER, LLC KAHEAWA WIND POWER II, LLC	
FORTIS ADVISORS LLC ET AL.	CALIFORNIA STATE COURT	GOODWIN PROCTOR LLP ATTN: MICHAEL T. JONES 135 COMMONWEALTH DR. MENLO PARK, CA 94025-1105	GOODWIN PROCTOR LLP ATTN: HAYES P. HYDE THREE EMBARCADERO CENTER, 24TH FL. SAN FRANCISCO, CA 94111-9991
FORTIS ADVISORS, LLC ET AL,	SUPERIOR COURT OF CA, COUNTY OF SAN FRANCISCO	GOODWIN PROCTOR LLP ATTN: MICHAEL T. JONES 135 COMMONWEALTH DR. MENLO PARK, CA 94025-1105	GOODWIN PROCTOR LLP ATTN: HAYES P. HYDE THREE EMBARCADERO CENTER, 24TH FL. SAN FRANCISCO, CA 94111-9991
FRASER ET AL.	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	TERRAFORM GLOBAL	GLANCY PRONGAY & MURRAY LLP ATTN: LIONEL Z. GLANCY ROBERT V. PRONGAY LESLEY F. PORTNOY 1925 CENTURY PARK EAST, STE. 2011 LOS ANGELES, CA 90067
GAMMA ENERGY LIMITED	HIGH COURT OF JUSTICE /CHANCERY DIVISION (UK)		

GAMMA ENERGY LIMITED	UNITED KINGDOM		
GLENVIEW CAPITAL PARTNERS, L.P.	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO - CASE NO. 537971	ROBBINS GELLER RUDMAN & DOWD LLP	ROBBINS GELLER RUDMAN & DOWD LLPATTN: DENNIS HERMAN & DAVID HALLPOST MONTGOMERY CENTERONE MONTGOMERY STREET, SUITE 1800SAN FRANCISCO, CA 92104- AND-ROBBINS GELLER RUDMAN & DOWD LLPATTN: DARREN ROBBINS, JAMES JACONETTEJENNIFER CARINGAL655 W BROADWAY SUITE 1900SAN DIEGO, CA 92101
GLENVIEW CAPITAL PARTNERS, L.P. ET AL	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO - CASE NO.16-CV-02264	ROBBINS GELLER RUDMAN & DOWD LLP	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104 -AND- ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101
GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)	CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA - [NO. 3:15-CV-04981- BLF][04981]		

GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)	CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA - [NO. 3:15-CV-04981- BLF][535963]			
GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)	CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA - [NO. 3:15-CV-04981- BLF][536045]			
GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)	CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA - [NO. 3:15-CV-04981- BLF][536536]			
GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)	CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA - [NO. 3:15-CV-04981- BLF][536788]			
GOLDEN	MONTGOMERY COUNTY MARYLAND STATE COURT - CASE NO. 16-CV-01423	CHATILA	MURPHY FALCON & MURPHY ATTN: WILLIAM H. MURPHY III ONE S ST. 23RD FL. BALTIMORE, MD 21202	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771
GOLDEN	UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND - CASE NO. 414172V	CHATILA	MURPHY FALCON & MURPHY ATTN: WILLIAM H. MURPHY III ONE S ST. 23RD FL. BALTIMORE, MD 21202	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771

GRAND JUDY	SOUTHERN DISTRICT OF NEW YORK		
GREENE TWEED	DISTRICT COURT OF HARRIS COUNTY, TX		MCGUIRE WOODS LLP ATTN: THOMAS M. FARRELL 600 TRAVIS STREET, SUITE 7500 HOUSTON, TX 77022
GREENE TWEED & CO.	TEXAS STATE COURT	MEMC PASADENA, INC.	MCGUIRE WOODS LLP ATTN: THOMAS M. FARRELL 600 TRAVIS STREET, SUITE 7500 HOUSTON, TX 77022
GULF COAST KAPROC, INC. ET AL.	164TH JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TX	MEMC PASADENA, INC. ALBEMARLE CORP.	GRAY REED & MCGRAW P.C. ATTN: JOE VIRENE 1300 POST OAK BLVD., SUITE 2000 HOUSTON, TX 77056
HELLIGE	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI	CHATILA	THE ROSEN LAW FIRM, P.A. ATTN: PHILLIP KIM & LAURENCE ROSEN 275 MADISON AVENUE, 34TH FLOOR NEW YORK, NY 10016 THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771 -AND- WEHRLE LAW LLC ATTN: CHRIS WEHRLE 9909 CLAYTON RD SUITE 226 ST. LOUIS, MO 63124
HIVE ENERGY LIMITED	UK		

HOROWITZ, ET AL.	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI		THE ROSEN LAW FIRM, P.A.ATTN: PHILLIP KIM & LAURENCE ROSEN275 MADISON AVENUE, 34TH FLOORNEW YORK, NY 10016	GARDY AND NOTIS, LLPATTN: MARK GRADYTOWER 56126 EAST 56TH STREET, 8TH FLOORNEW YORK, NY 10024-AND-CAREY, DANIS & LOWE LLCATTN: JAMES ROSEMERGY8235 FORSYTHSTE. 1100ST. LOUIS, MO 63105-AND- WEHRLE LAW LLCATTN: CHRIS WEHRLE9909 CLAYTON RDSUITE 226ST. LOUIS, MO 63124
HYUNG SUN SONG	ORANGE COUNTY SUPERIOR COURT, CALIFORNIA	ECHOFIRST FINANCE CO., LLC SUNEDISON RESIDENTIAL SERVICES, LLC AMERITECH CONSTRUCTION, INC. JAE HYUNG KIM RACHEL KIM	STEPHEN P. LAMB 9741 BOLSA AVE., SUITE 204 WESTMINSTER, CA 92683	
IRON WORKERS MID-SOUTH PENSION FUND	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	TERRAFORM GLOBAL	FRANCIS A. BOTTINI JR. 7817 IVANHOE AVE. STE. 102 LA JOLLA, CA 92037	
J&K VICENTE, LLC, VICENTE RANCH CO., INC., & JOE M. VICENTE	FIRST JUDICIAL DISTRICT COURT, COUNTY OF SANTA FE, NEW MEXICO	VAUGHN WIND, LLC FIRST WIND ENERGY, LLC FIRST WIND HOLDINGS, LLC MATTHEW DESMOND		
JACKSON	CIRCUIT COURT OF THE STATE OF MISSOURI, ST. LOUIS COUNTY	ALVAREZ	HYNES KELLER & HERNANDEZ, LLC, ATTN: MICHAEL J. HYNES 3070 BRISTOL PIKE, SUITE 112 1150 FIRST AVENUE, SUITE 501 KING OF PRUSSIA, PA 19406	COSGROVE LAW GROUP LLC ATTN: DANIEL V. CONLISK 7733 FORSYTH BLVD., SUITE 1675 ST. LOUIS, MO 63105

JACKSON	ST. LOUIS COUNTY, MO	ALVAREZ	HYNES KELLER & HERNANDEZ, LLC, ATTN: MICHAEL J. HYNES 3070 BRISTOL PIKE, SUITE 112 1150 FIRST AVENUE, SUITE 501 KING OF PRUSSIA, PA 19406	COSGROVE LAW GROUP LLC ATTN: DANIEL V. CONLISK 7733 FORSYTH BLVD., SUITE 1675 ST. LOUIS, MO 63105
JERRY JONES AND MANUEL ACOSTA	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI	MEMC ELECTRONIC MATERIALS, INC., ET AL	GAINEY MCKENNA & EGGLESTON ATTN: THOMAS J. MCKENNA 440 PARK AVE SOUTH, 5TH FLOOR NEW YORK, NY 10016	DYSART TAYLOR COTTER MCMONIGLE & MONTEMORE P.C. ATTN: DON R. LOLLI 4420 MADISON AVE., SUITE 200 KANSAS CITY, MO 64111
JONES AND ACOSTA	U. S. DISTRICT COURT, EASTERN DISTRICT OF MO, EASTERN DIVISION		GAINEY MCKENNA & EGGLESTON ATTN: THOMAS J. MCKENNA 440 PARK AVE SOUTH, 5TH FLOOR NEW YORK, NY 10016	DYSART TAYLOR COTTER MCMONIGLE & MONTEMORE P.C. ATTN: DON R. LOLLI 4420 MADISON AVE., SUITE 200 KANSAS CITY, MO 64111
JULIE DULL AND ERIC O'DAY ET AL.	UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MO, EASTERN DIVISION		BOTTINI & BOTTINI, INC. ATTN: FRANCIS A. BOTTINI, JR. 7817 IVANHOE AVENUE, SUITE 102 LA JOLLA, CA 92037	THE HEINLAW LAW FIRM LLC ATTN: RICHARD B. HEIN 7750 CLAYTON RD. SUITE 102 ST. LOUIS, MO 63117
KERN SOLAR LLC, SUNE P11L HOLDINGS LLC	PENNSYLVANIA STATE COURT		VENZIE, PHILLIPS & WARSHAWER ATTN: BRUCE L. PHILLIPS 2032 CHANCELLOR STREET PHILADELPHIA, PA 19103	
KUREHA AMERICA, INC.	JAMS ARBITRATION - NEW YORK CITY, NY			
LAKOFF	CIRCUIT COURT OF THE STATE OF MISSOURI, ST. LOUIS COUNTY - CASE NO. 16SL-CC00299	CHATILA	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771	WEHRLE LAW LLC ATTN: CHRIS WEHRLE 9909 CLAYTON RD SUITE 226 ST. LOUIS, MO 63124
LAKOFF	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI - CASE NO. 16-CV-00727	CHATILA	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771	WEHRLE LAW LLC ATTN: CHRIS WEHRLE 9909 CLAYTON RD SUITE 226 ST. LOUIS, MO 63124

LAKOFF MO. STATE DERIVATIVE	16SL-CC00299		THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771	WEHRLE LAW LLC ATTN: CHRIS WEHRLE 9909 CLAYTON RD SUITE 226 ST. LOUIS, MO 63124
LATIN AMERICAN POWER (BTG PACTUAL BRAZIL INFRASTRUCTURE FUND II, LP, ET AL.	ICC & NY STATE COURT		QUINN EMMANUEL URQUHART & SULLIVAN LLP ATTN: ROBERTO SAHADE, MICHAEL CARLINSKY TAI-HENG CHENG, JOHN H. CHUN 51 MADISON AVE. , 22ND FL. NEW YORK, NY 10010	
LICENSE CONDITION 16	TX DEPT. OF STATE HEALTH SERVICES			
LINTON	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI		FRIEDMAN OSTER & TEJTEL PLLC ATTN: JEREMY S. FRIEDMAN SPENSER OSTER, DAVID TEJTEL 240 EAST 79TH STREET, SUITE A NEW YORK, NY 10075	WEINHAUS & POTASHNICK ATTN: MARK POTASHNICK 11500 OLIVE BLVD., SUITE 133 ST. LOUIS, MO 61341
MAHARAJ	CANADA		NATALIE MACDONALD RUDNER MACDONALD LLP 2 BLOOR ST W., SUITE 1005 TORONTO, ON M4W 3E2 CANADA	
MALLINGER	CIRCUIT COURT OF THE STATE OF MISSOURI, ST. LOUIS COUNTY	CHATILA	JOHNSON & WEAVER, LLPATTN: MICHAEL I. FISTEL40 POWDER SPRINGS STREETMARIETTA, GA 30064	LAW OFFICES OF JOSEPH V. NEILLATTN: JOSEPH V. NEILL5201 HAMPTON AVE.ST. LOUIS, MO 63109
MALLINGER	ST. LOUIS COUNTY, MO	CHATILA	JOHNSON & WEAVER, LLP ATTN: MICHAEL I. FISTEL 40 POWDER SPRINGS STREET MARIETTA, GA 30064	LAW OFFICES OF JOSEPH V. NEILL ATTN: JOSEPH V. NEILL 5201 HAMPTON AVE. ST. LOUIS, MO 63109
MALLINGER	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI - CASE NO. 16-CV-00732	CHATILA	JOHNSON & WEAVER, LLP ATTN: MICHAEL I. FISTEL 40 POWDER SPRINGS STREET MARIETTA, GA 30064	LAW OFFICES OF JOSEPH V. NEILL ATTN: JOSEPH V. NEILL 5201 HAMPTON AVE. ST. LOUIS, MO 63109

MARATHON CAPITAL, INC.	AMERICAN ARBITRATION ASSOCIATION - SAN FRANCISCO, CA	FIRST WIND HOLDINGS, LLC
MARATHON CAPITAL, LLC	AAA	FIRST WIND HOLDINGS, LLC
MARTINEZ B. EVOLVE SOLAR, INC	SUPERIOR COURT OF CA, ORANGE COUNTY	STEVENS & MCMILLAN ATTN: HEATHER MCMILLAN, DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780
MEMC PASADENA, INC.	U. S. DISTRICT COURT OF THE SOUTHERN DISTRICT OF TX, HOUSTON DIVISION	ALBEMARLE CORPORATION
MERIDIAN	COMMONWEALTH OF MASSACHUSETTS, SUPERIOR COURT	MICLANE MIDDLETON P.A. ATTN: ANDREW P. BOTTI 300 TRADE CENTER SUITE 7000 WOBBURN, MA 01801
MERIDIAN ASSOCIATES, INC.	CANADA	MICLANE MIDDLETON P.A. ATTN: ANDREW P. BOTTI 300 TRADE CENTER SUITE 7000 WOBBURN, MA 01801
MICHAEL PETRAN	INDEMNIFICATION/ WORKERS' COMP CLAIM	LAURENCE M. ROSEN THE ROSEN LAW FIRM P.A. 355 S. GRAND AVE. SUITE 2450 LOS ANGELES, CA 90071
MICHELE BEASLEY	JAMS	RITZ CLARK & BEN-ASHER LLP ATTN: JONATHAN BEN-ASHER 59 MAIDEN LANE, 39TH FLOOR NEW YORK, NY 10038-4668

MITESH PATEL	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	TERRAFORM GLOBAL	LAURENCE M. ROSEN THE ROSEN LAW FIRM P.A. 355 S. GRAND AVE. SUITE 2450 LOS ANGELES, CA 90071	
MOODIE	EASTERN DISTRICT OF MO		POMERANTZ LLP ATTN: JEREMY A. LIEBERMAN, J. ALEXANDER HOOD II, MAC GORRIE 600 THIRD AVENUE, 20TH FLOOR NEW YORK, NY 10016	CUNEO GILBERT & LADUCA LLP ATTN: MICHAEL J. FLANNERY 7733 FORSYTH BLVD., SUITE 1675 ST. LOUIS, MO 63106
MOODIE	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI		POMERANTZ LLP ATTN: JEREMY A. LIEBERMAN, J. ALEXANDER HOOD II, MAC GORRIE 600 THIRD AVENUE, 20TH FLOOR NEW YORK, NY 10016	CUNEO GILBERT & LADUCA LLP ATTN: MICHAEL J. FLANNERY 7733 FORSYTH BLVD., SUITE 1675 ST. LOUIS, MO 63106
MSSA S.A.S.	DISTRICT COURT OF HARRIS COUNTY, TX 333 JUDICIAL DISTRICT	MSSA CO., CORP	MURPHY & MCGONIGLE P.C. ATTN: STEVEN D. FELDMAN, BARRY S. GOLD 1185 AVE. OF THE AMERICAS, 21ST FL. NEW YORK, NY 10036	SHIPLEY SNELL MONTGOMERY LLP ATTN: LAINA R. MILLER 712 MAIN ST., SUITE 1400 HOUSTON, TX 77002
MSSA S.A.S.	ICC	MSSA COMPANY CORPORATION	MURPHY & MCGONIGLE P.C. ATTN: STEVEN D. FELDMAN, BARRY S. GOLD 1185 AVE. OF THE AMERICAS, 21ST FL. NEW YORK, NY 10036	SHIPLEY SNELL MONTGOMERY LLP ATTN: LAINA R. MILLER 712 MAIN ST., SUITE 1400 HOUSTON, TX 77002
MTW RESOURCES, LLC	DELAWARE CHANCERY COURT	FIRST WIND HOLDINGS, LLC FIRST WIND UTAH HOLDINGS, LLC FIRST WIND CAPITAL, LLC		
NORENE FRENCH	US DISTRICT COURT, EASTERN DISTRICT OF CALIFORNIA		BURSOR & FISHER P.A.	BURSOR & FISHER P.A. ATTN: TIMOTHY FISHER, ANNICK M. PERSINGER YEREMEY O. KRIVOSHEY 1990 N. CALIFORNIA BLVD. WALNUT CREEK, CA 94596

NORENE FRENCH, ON BEHALF OF HERSELF AND ALL OTHERS SIMILARLY SITUATED	U.S. DISTRICT COURT, EASTERN DISTRICT OF CA	BURSOR & FISHER P.A.	BURSOR & FISHER P.A. ATTN: TIMOTHY FISHER, ANNICK M. PERSINGER YEREMEY O. KRIVOSHEY 1990 N. CALIFORNIA BLVD. WALNUT CREEK, CA 94596
NPDES STORM WATER DISCHARGE GENERAL PERMIT 1200-COLS	OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY , 811 SW SIXTH AVENUE, PORTLAND, OREGON, 97204- 1390		
OKLAHOMA FIREFIGHTERS PENSION AND RET. SYS.	SUPERIOR COURT OF CA, SAN MATEO COUNTY - [NO. CIV 537965]	ROBBINS GELLER RUDMAN & DOWD LLP	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101 -AND- ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104

OKLAHOMA FIREFIGHTERS PENSION AND RETIREMENT SYSTEM	U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA - CASE NO. 16-CV-02267	ROBBINS GELLER RUDMAN & DOWD LLP	ROBBINS GELLER RUDMAN & DOWD LLPATTN: DARREN ROBBINS, JAMES JACONETTEJENNIFER CARINGAL655 W BROADWAY SUITE 1900SAN DIEGO, CA 92101- AND-ROBBINS GELLER RUDMAN & DOWD LLPATTN: DENNIS HERMAN & DAVID HALLPOST MONTGOMERY CENTERONE MONTGOMERY STREET, SUITE 1800SAN FRANCISCO, CA 92104
OKLAHOMA FIREFIGHTERS PENSION AND RETIREMENT SYSTEM.	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO - CASE NO. CIV 537965	ROBBINS GELLER RUDMAN & DOWD LLP	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101 -AND- ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104

OMEGA CAPITAL INV., LP	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	ROBBINS GELLER RUDMAN & DOWD LLP	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101 -AND- ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104
OMEGA CAPITAL INVESTORS, L.P. ET AL	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	ROBBINS GELLER RUDMAN & DOWD LLP	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101 -AND- ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104
PATEL	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	TERRAFORM GLOBAL, INC.	LAURENCE M. ROSEN THE ROSEN LAW FIRM P.A. 355 S. GRAND AVE. SUITE 2450 LOS ANGELES, CA 90071

PAUL BROUHA	US DISTRICT COURT, DISTRICT OF VERMONT	VERMONT WIND, LLC NORTHEAST WIND PARTNERS II, LLC FIRST WIND HOLDINGS, LLC TERRAFORM POWER, INC.	DENISE ANDERSON, PLLC 85 N. MAIN ST., SUITE 245 WHITE RIVER JUNCTION, VT 05001	
PCS PHOSPHATE COMPANY, INC. AND PCS SALES (USA), INC.	NORTH CAROLINA STATE COURT		JONES DAY ATTN: PAULA S. QUIST 77 WEST WACKER DRIVE CHICAGO, IL 60601-1692	PARKER POE ADAMS & BERNSTEIN LLP ATTN: CHARLES E. RAYNAL, IV PNC PLAZA 301 FAYETTEVILLE ST. , SUITE 1400 RALEIGH, NC 27601
PRIME SOLAR SOURCE, LLC	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: CAMDEN COUNTY	TERRAFORM, INC. HUDSON ENERGY SOLAR CORP.	GLUCK WALRATH LLP ATTN: ANDREW BAYER 4428 RIVER VIEW PLAZA TRENTON, NJ 08611	
PRIME SOLAR SOURCE, LLC	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: CAMDEN COUNTY	TERRAFORM, INC. HUDSON ENERGY SOLAR CORP.	GLUCK WALRATH LLP ATTN: ANDREW BAYER 4428 RIVER VIEW PLAZA TRENTON, NJ 08611	
REDISTRICT	IN THE CIRCUIT COURT FOR ARLINGTON COUNTY, VA			
RICHARD WHEELER ET AL.	UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MO, EASTERN DIVISION		GAINEY MCKENNA & EGLESTON ATTN: THOMAS J. MCKENNA, GREGORY M. EGLESTON 440 PARK AVENUE SOUTH NEW YORK, NY 10016	
ROBERT LINTON, ET AL.	UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MO, EASTERN DIVISION		FRIEDMAN OSTER & TEJTEL PLLC ATTN: JEREMY S. FRIEDMAN SPENSER OSTER, DAVID TEJTEL 240 EAST 79TH STREET, SUITE A NEW YORK, NY 10075	WEINHAUS & POTASHNICK ATTN: MARK POTASHNICK 11500 OLIVE BLVD., SUITE 133 ST. LOUIS, MO 61341
SEC	U.S. SECURITIES AND EXCHANGE COMMISSION - [MHO-12908]			

SELECTIVE WAY INSURANCE CO. A/S/O A&E CLOTHING CORP.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION MIDDLESEX VICINAGE	GREEN POWER DEVELOPERS, LLC 100 WESLEY WHITE REALTY, LLC JOSEPH A. MASSRE CONTRACTING, LLC ET AL.	
SIMON FRASER ET AL.	UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA	TERRAFORM GLOBAL, INC.	GLANCY PRONGAY & MURRAY LLP ATTN: LIONEL Z. GLANCY ROBERT V. PRONGAY LESLEY F. PORTNOY 1925 CENTURY PARK EAST, STE. 2011 LOS ANGELES, CA 90067
SOLOMONEDWARDSGROUP, LLC	11TH JUDICIAL CIRCUIT COURT, ST. CHARLES COUNTY, MISSOURI		VINCENT D. VOGLER TWO CITY PLACE DR., SUITE 150 P.O. BOX 419037 ST. LOUIS, MO 63141-9037
SOLOMONEDWARDSGROUP, LLC	MISSOURI STATE COURT		VINCENT D. VOGLERTWO CITY PLACE DR., SUITE 150P.O. BOX 419037ST. LOUIS, MO 63141-9037
SONG	LA COUNTY SUPERIOR COURT, CA	ECHOFIRST	STEPHEN P. LAMB 9741 BOLSA AVE., SUITE 204 WESTMINSTER, CA 92683
SUNE SKY 13TH SIDEROAD LP AND SUNE SKY RYERSE LP	ONTARIO SUPERIOR COURT OF JUSTICE, TORONTO, ONTARIO	SUNEDISON CANADIAN CONSTRUCTION LP SUNEDISON CANADA, LLC MEMC ELECTRONIC MATERIALS, INC.	GLENN SMITH AND MELANIE BAIRD, LENCZNER SLAIGHT ROYCE SMITH GRIFFIN LLP 130 ADELAIDE ST. WEST SUITE 2600 TORONTO, ON M5H 3P5 CANADA
SUNEDISON AND GLOBAL "DOUBLE DERIVATIVE"	CIRCUIT COURT, MONTGOMERY COUNTY, MD	(GOLDEN V. CHATILA, ET AL.)	MURPHY FALCON & MURPHY ATTN: WILLIAM H. MURPHY III ONE S ST. 23RD FL. BALTIMORE, MD 21202 THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771
SUNEDISON INDIVIDUAL SHAREHOLDER LAWSUITS	CA SUPERIOR COURT, SAN MATEO COUNTY - [CIV 537954]	(COBALT, OMEGA, GLENVIEW)	

SUNEDISON INDIVIDUAL SHAREHOLDER LAWSUITS	CA SUPERIOR COURT, SAN MATEO COUNTY - [CIV 537965]	(COBALT, OMEGA, GLENVIEW)		
SUNEDISON INDIVIDUAL SHAREHOLDER LAWSUITS	CA SUPERIOR COURT, SAN MATEO COUNTY - [CIV 537971]	(COBALT, OMEGA, GLENVIEW)		
SUNEDISON INDIVIDUAL SHAREHOLDER LAWSUITS	CA SUPERIOR COURT, SAN MATEO COUNTY - [CIV 537977]	(COBALT, OMEGA, GLENVIEW)		
SUNEDISON SHAREHOLDER DERIVATIVE CASES	MISSOURI STATE COURT	MALINGER JACKSON LAKOFF HELLIGE		
SUNEDISON SHAREHOLDER LITIGATION MISSOURI	US DISTRICT COURT, EASTERN DISTRICT OF MISSOURI	HOROWITZ MOODIE KUNZ		
SUNEDISON, INC. F/K/A/ MEMC ELECTRONIC MATERIALS, INC.	GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION, STATE OF NORTH CAROLINA, COUNTY OF WAKE	PCS PHOSPHATE COMPANY, INC. PCS SALES (USA), INC.	JONES DAY ATTN: PAULA S. QUIST 77 WEST WACKER DRIVE CHICAGO, IL 60601-1692	PARKER POE ADAMS & BERNSTEIN LLP ATTN: CHARLES E. RAYNAL, IV PNC PLAZA 301 FAYETTEVILLE ST. , SUITE 1400 RALEIGH, NC 27601
SUNFUSION SOLAR & SANDY ELLARD	AAA			
SUNFUSION SOLAR, SANDY ELLARD	CONTRA COSTA SUPERIOR COURT			
SUPPLYSOURCE DC, LLC	VIRGINIA STATE COURT		KOONTZ P.C. P.O. BOX 1176 BERRYVILLE, VA 22611	
SUPPLYSOURCES DC, LLC, D/B/A/ RE DISTRICTV.	CIRCUIT COURT FOR ARLINGTON COUNTY, VA - [CASE NO. 013CL16000718-00]		KOONTZ P.C. P.O. BOX 1176 BERRYVILLE, VA 22611	
TAIMAX	TAIWAN	WOONGJIN ENERGY CO., LTD		

TERRAFORM GLOBAL, INC.	DELAWARE CHANCERY COURT		SULLIVAN & CROMWELL LLP ATTN: ANDREW G. DIETDERICH, MICHAEL H. TORKIN JOHN L. HARDIMAN AND DAVID R. ZYLBERBERG 125 BROAD STREET NEW YORK, NY 10004	SULLIVAN & CROMWELL LLP ATTN: RICHARD H. KLAPPER, BRIAN FRAWLEY WILLIAM H. WAGENER 125 BROAD STREET NEW YORK, NY 10004 -AND- YOUNG CONAWAY STARGATT & TAYLOR, LLP ATTN: MARTIN S. LESSNER, PAUL J. LOUGHMAN MERYEM Y. DEDE 1000 NORTH KING STREET WILMINGTON, DE 19801
TERRAFORM GLOBAL, INC.,	COURT OF CHANCERY OF THE STATE OF DELAWARE		SULLIVAN & CROMWELL LLP ATTN: ANDREW G. DIETDERICH, MICHAEL H. TORKIN JOHN L. HARDIMAN AND DAVID R. ZYLBERBERG 125 BROAD STREET NEW YORK, NY 10004	SULLIVAN & CROMWELL LLP ATTN: RICHARD H. KLAPPER, BRIAN FRAWLEY WILLIAM H. WAGENER 125 BROAD STREET NEW YORK, NY 10004 -AND- YOUNG CONAWAY STARGATT & TAYLOR, LLP ATTN: MARTIN S. LESSNER, PAUL J. LOUGHMAN MERYEM Y. DEDE 1000 NORTH KING STREET WILMINGTON, DE 19801
TOYO TANSO USA, INC.	MULTNOMAH COUNTY CIRCUIT COURT	MEMC ELECTRONIC MATERIALS, INC., A DE CORP. SUNEDISON SEMICONDUCTOR, LLC	ATER WYNNE LLP ATTN: ALEXANDRA M. SCHULMAN 1331 NW LOVEJOY STREET, SUITE 900 PORTLAND, OR 97209-3280	
TOYO TANSO USA, INC.	OREGON STATE COURT		ATER WYNNE LLP ATTN: ALEXANDRA M. SCHULMAN 1331 NW LOVEJOY STREET, SUITE 900 PORTLAND, OR 97209-3280	

USENKO	EASTERN DISTRICT OF MO - [NO. 4:16- CV-00076-RWS]	WEINHAUS & POTASHNICK ATTN: MARK POTASHNICK 11500 OLIVE BLVD. STE. 133 ST. LOUIS, MO 61341	HARWOOD FEFFER LLP ATTN: ROBERT I. HARWOOD & TANYA KORKHOV 488 MADISON AVENUE NEW YORK, NY 10022
USENKO	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI - CASE NO. 16-CV-00076	WEINHAUS & POTASHNICK ATTN: MARK POTASHNICK 11500 OLIVE BLVD. STE. 133 ST. LOUIS, MO 61341	HARWOOD FEFFER LLP ATTN: ROBERT I. HARWOOD & TANYA KORKHOV 488 MADISON AVENUE NEW YORK, NY 10022
VALLEY HOME IMPROVEMENT	MASSACHUSETTS STATE COURT	DAVID WILENSKYP.O. BOX 202NORTHHAMPTON, MA 01061	
VALLEY HOME IMPROVEMENT INC.	HAMPSHIRE COUNTY SUPERIOR COURT	DAVID WILENSKY P.O. BOX 202 NORTHAMPTON, MA 01061	
VIVINT SOLAR, INC.	COURT OF CHANCERY OF THE STATE OF DE	SEV MERGER SUB, INC. WILSON SONSINI GOODRICH & ROSATI	WILSON SONSINI GOODRICH & ROSATI ATTN: SHANNON E. GERMAN, IAN LISTON GINA M. SERRA, JEREMY J. RILEY 650 PAGE MILL ROAD PALO ALTO, CA 94304-1050 -AND- WILSON SONSINI GOODRICH & ROSATI ATTN: BORIS FELDMAN, STEVEN SCHATZ, GIDEON SCHOR 650 PAGE MILL ROAD PALO ALTO, CA 94304-1050

VIVINT SOLAR, INC.	DELAWARE CHANCERY COURT	WILSON SONSINI GOODRICH & ROSATI	WILSON SONSINI GOODRICH & ROSATI ATTN: SHANNON E. GERMAN, IAN LISTON GINA M. SERRA, JEREMY J. RILEY 650 PAGE MILL ROAD PALO ALTO, CA 94304-1050 -AND- WILSON SONSINI GOODRICH & ROSATI ATTN: BORIS FELDMAN, STEVEN SCHATZ, GIDEON SCHOR 650 PAGE MILL ROAD PALO ALTO, CA 94304-1050
WHEELER	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI	GAINEY MCKENNA & EGLESTON ATTN: THOMAS J. MCKENNA, GREGORY M. EGLESTON 440 PARK AVENUE SOUTH NEW YORK, NY 10016	DYSART TAYLOR COTTER MCMONIGLE & MONTEMORE P.C. ATTN: DON R. LOLLI 4420 MADISON AVE. KANSAS CITY, MO 64111
WILLIAMS	DISTRICT COURT OF THE STATE OF UTAH, FOURTH JUDICIAL DISTRICT, UTAH COUNTY	ABBOTT LAW FIRM ATTN: NELSON ABBOTT 75 SOUTH 200 EAST PROVO, UT 84604	RIGRODSKY & LONG, P.A. ATTN: SETH D. RIGRODSKY, BRIAN D. LONG GINA M. SERRA, JEREMY J. RILEY 2 RIGHTER PARKWAY, SUITE 120 WILMINGTON, DE 19803 -AND- RYAN & MANISKAS, LLP ATTN: KATHARINE M. RYAN, RICHARD A. MANISKAS 995 OLD EAGLE SCHOOL ROAD, SUITE 311 WAYNE, PA 19087

WISZCO, LLC	DISTRICT COURT, CLARK COUNTY NEVADA	FIRST WIND ENERGY, LLC RIVER MOUNTAINS SOLAR, LLC WILMINGTON TRUST CO. SP SERVS., INC., AKA AND/OR DBA WILMINGTON TRUST NAT. ASSOC., AKA AND/OR WILMINGTON TRUST CO. AMERICAS TERRAFORM UTILITY SOLAR XIX, LLC BOE BONDING COS., ET AL.
ZHONGHUAN HONG KONG HOLDING LIMITED	HONG KONG	

Exhibit 7.6-4

Claims Related to Contracts and Leases

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action, based in whole or in part upon any and all contracts and leases to which the Debtors or Reorganized Debtors is a party or pursuant to which the Debtors or Reorganized Debtors has any rights whatsoever. The claims and Causes of Actions reserved include, without limitation, Causes of Action against utilities, vendors, suppliers of goods or services, insurance companies, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, insurance claims, recoupments, liens, or setoffs; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by the Debtors; (f) counterclaims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; (h) for unfair competition, interference with contract or potential business advantage, breach of contract, fraud, constructive breach, breach of actual/implied covenant of good faith and fair dealing, violation of confidentiality obligations, infringement of intellectual property, or any business tort claims; and (i) any accumulated service credits, both those that may apply to future vendor invoices and those from which the Debtors may be entitled to receive a refund.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-5

Claims Related to Vendor and Customer Obligations

Unless otherwise released by the Plan, or an order of the Bankruptcy Court the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all vendors that owe or may in the future owe money or other obligations to the Debtors or the Reorganized Debtors, whether for unpaid invoices; unreturned, missing, or damaged inventory; indemnification; warranties; any turnover actions arising under section 542 or 543 of the Bankruptcy Code; or any other matter whatsoever.

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all customers that owe or may in the future owe money to the Debtors or the Reorganized Debtors, whether for unpaid invoices; unreturned, missing, or damaged inventory, warranties, or any other matter whatsoever.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-6

Claims Related to Tax Credits and Refunds

Except as otherwise provided by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all local, state, federal and foreign taxing authorities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, including claims for refunds of overpayments or other payments, provided, however, the Debtors expressly reserve all Causes of Action to the extent that they may be asserted as recoupment, setoff, counterclaims or otherwise reduce the claim of any taxing authorities who assert that the Debtors or Reorganized Debtors owe money to them.

Exhibit 7.6-7

Claims Related to Intellectual Property

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust any Causes of Action for unfair competition, licensing or licensing agreements, interference with contract or potential business advantage, conversion, infringement of intellectual property, or other business tort claims. Nothing in the Plan or the Plan Supplement shall impair, enlarge, or in any way alter the equitable and legal rights, obligations, and defenses of the Debtors, the Reorganized Debtors, the GUC/Litigation Trust, their affiliates or their subsidiaries regarding their intellectual property rights, and all rights with respect thereto are expressly reserved.

Notwithstanding the foregoing, any action or inaction by the Debtors, the Reorganized Debtors, the GUC/Litigation Trust, their affiliates or their subsidiaries with respect to intellectual property rights shall not be used, invoked, or applied by any Person in any proceeding to serve as the basis to enlarge, diminish, or in any way alter or affect equitable and legal rights, obligations, and defenses including, without limitation, through the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, other estoppels (judicial, equitable, or otherwise), naked license, unreasonable delay in asserting rights, adequate remedy at law, or laches, in any dispute regarding the intellectual property rights of the Debtors, the Reorganized Debtors, the GUC/Litigation Trust, their affiliates or their subsidiaries.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-8

Claims Related to Environmental Matters

Except as otherwise provided by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all Entities or potentially responsible parties that owe or that may in the future owe money to the Debtors or Reorganized Debtors arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods, provided, however, the Debtors expressly reserve all Causes of Action to the extent that they may be asserted as setoff, recoupment, counterclaims, or otherwise reduce the claims of any Entities or potentially responsible parties who assert that the Debtors or Reorganized Debtors owe money to them.

Exhibit 7.6-9

Claims Related to Current or Former Employee Matters

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all claims, defenses, cross claims, and counterclaims against or related to all current or former employees that are party to or that may in the future become party to any actions, litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including but not limited to, claims related to intellectual property, confidentiality obligations, employment contracts, wage and benefit overpayments, travel, contractual covenants, workers' compensation, or any alleged employee wrongdoing or misconduct, provided, however, the Debtors expressly reserve all Causes of Action to the extent that they may be asserted as recoupment, setoff, counterclaims or may otherwise reduce the claim of any former or current employees who assert or may assert that the Debtors or Reorganized Debtors owe money to them.

Exhibit 7.6-10

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 547, 548 and 550 of the Bankruptcy Code.

Except as otherwise provided by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all Entities for avoidance of prepetition transfers under sections 362, 502, 510, 542, 543, 547, 548, and 550 of the Bankruptcy Code (other than Avoidance Actions against the Yieldcos and Avoidance Actions against the Prepetition First Lien Secured Parties and the Second Lien Creditors), regardless of whether such Entity is included on the schedule accompanying this Exhibit 7.6-10.

For the avoidance of doubt, no Entity may rely on its omission from Exhibit 7.6-10 as any indication that the GUC/Litigation Trust will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve and transfer to the GUC/Litigation Trust all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

For the avoidance of doubt, pursuant to the D&O Settlement Agreement, which was approved by the Bankruptcy Court pursuant to an order of the Bankruptcy Court signed on June 28, 2017 [Docket No. 3453] (the "D&O Settlement Approval Order"), the only actions described in this Exhibit 7.6-10 that are preserved with respect to the Individual Defendants (as defined in the D&O Settlement Agreement) are preference actions that may be brought under section 547 of the Bankruptcy Code. An asterisk ("*") appears next to the name of each such Individual Defendant listed on the schedule accompanying this Exhibit 7.6-10. To the extent any provision in the Plan (including this Plan Supplement) is inconsistent with the terms of the D&O Settlement Agreement or the D&O Settlement Approval Order, the D&O Settlement Agreement or the D&O Settlement Approval Order, as applicable, shall control.

SunEdison Inc.

Retained Causes of Action Listing

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 548, and 550 of the Bankruptcy Code

DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Just Energy Group, Inc.	6345 Dixie Rd #200				Mississauga	ON	L5T 2E6	CA
1111 19th Street Association	C/O Wachovia Bank	PO Box 75373			Baltimore	MD	21275-5373	USA
1st Alliance Energy Inc.	1100 Melody Ln Ste 114-C				Roseville	CA	95678	USA
3Megawatt GmbH	Buchberger Str. 1				Geretsried	Germany	D82538	
7550Iad LLC	200 South Orange Ave. Suite 1375				Orlando	FL	32801	USA
765r, LLC	William J. Hanlon, Esq.	Two Seaport Lane, Suite 3			Boston	MA	02210	USA
8X8 Inc.	Dept. 8080				Los Angeles	CA	90084-8080	USA
A-1 Contractors	8401 West Doe Avenue				Visalia	CA	93291	USA
Abb Inc	125 East County Line Rd				Warminster	PA	18974	USA
Abogados Y Asesores S. De R.L.	Edificio Rofisa II	Col. Lomas del Guijarro Sur	Calle Barcelona, Bloque C, Lote 15		Honduras			HONDURAS
ABS Netcom, Inc.	7034 Convoy Ct				San Diego	CA	92111-1017	USA
Accent Design, PLLC	184 C.R. Howard Road				Loving	NM	88256	USA
Ace Industries Inc	6295 Mcdonough Dr				Norcross	GA	30093	USA
Adams, James E	2 Cityplace Drive				St. Louis	MO	63141	USA
Addesa, Raymond Matthew	2 Cityplace Drive				St. Louis	MO	63141	USA
Addeshaw Goddard	Milton Gate	6 Chiswell Street			London		EC1Y4AG	United Kingdom
Adecco Employment Services	Dept Ch 10838				Palatine	IL	60055-0838	USA
Adecco North America LLC	Dept Ch 10838				Palatine	IL	60055-0838	USA
Adecco Usa Inc	Dept Ch 10838				Palatine	IL	60055-0838	USA
Adler Tank Rentals	95 123 Firmenich Way				Newark	NJ	07114	USA
ADP, LLC	1851 N. Resler				El Paso	TX	79912	USA
Advanced Energy Renewables Inc	Dept La 23896				Pasadena	CA	91185-3896	USA
Advantech Corporation	380 Fairview Way				Milpitas	CA	95035	USA
Aerrotek Inc.	3689 Collection Center Drive				Chicago	IL	60693	USA
Aetna Life And Casualty Bermuda	151 Farmington Ave				Hartford	CT	06156	USA
Afco Credit Corp	Dept Ch 10265				Palatine	IL	60055-0265	USA
Agarwal, Sandeep	2 Cityplace Drive				St. Louis	MO	63141	USA
Agile Consulting Co	306 Blue Spruce Lane				Glendale Heights	IL	60139	USA
Agilent Technologies Inc	PO Box 4026				Englewood	CO	80155	USA
Aguayo, Felix O	2 Cityplace Drive				St. Louis	MO	63141	USA
Air Products & Chemicals	5200 Blazer Parkway				Dublin	OH	43017	USA
Akuo Energy SAS	140 Av. des Champs-Élysées				Paris		75008	France
Alamosa County Treasurer	PO Box 659				Alamosa	CO	81101	USA
Albemar Corp	451 Florida St				Baton Rouge	LA	70801-1765	USA
Albert Uresti, Mpa, Pcc	Bexar County Tax Assessor-Collect	P.O. Box 293			San Antonio	TX	78299-2903	USA
Alejandro Hernandez*	2 Cityplace Drive				St. Louis	MO	63141	USA
Alco Farms, LLC	55 Stevens Street				Ludlow	MA	01056	USA
ALLCell Technologies, LLC	Jeremiah Schatt	2321 W. 41st st.			Chicago	IL	60609	USA
Alliance Roofing Company Inc.	630 Martin Avenue				Santa Clara	CA	95050	USA
Allied Industrial Sales Inc	3003 Pasadena Frwy Ste 100				Pasadena	TX	77503	USA
Allied Waste Svcs Disposals	5757A Oates Rd				Houston	TX	77078	USA
Altai Capital Management, L.P.	152 West 57th St				New York	NY	10019	USA
Altran Innovacion, S.L.	C/ Campezo, 1				Madrid		28022	Spain
Altus Group Us Inc	PO Box 12419				Newark	NJ	07101-3519	USA
Alvarado Tax And Busi Advisors LLC	104 Calle Acuarela	POBOX 195598			Guaynabo		00969-3506	
Amazon Web Services Inc	410 Terry Avenue North				Seattle	WA	98109-5210	USA
Ameresco Inc	Attn: Dominic Palma	111 Speen St	Ste 41		Framingham	MA	01701-2000	USA
American Express Company	Av. Patriotismo 635	Col. Cd de los Deportes, Del. Benito Juárez			México	DF	03710	Mexico
American Telesis. Inc.	PO BOX 6659				Hilton Head Island	SC	29938	USA
Andersen, Rich Ladell	2 Cityplace Drive				St. Louis	MO	63141	USA
Anderson, Jeffrey S	2 Cityplace Drive				St. Louis	MO	63141	USA
Antelope Valley Cattle & Milling Co.	Milling Co.	PO Box 2468			Lancaster	CA	93539-2468	USA
Antonio R. Alvarez*	2 Cityplace Drive				St. Louis	MO	63141	USA
Anybill (Sales And Use Tax)	1801 Pennsylvania Avenue	Suite 7			Washington	DC	20006	USA
Aon Risk Services Of Missouri	200 East Randolph Street				Chicago	IL	60601-6436	USA
Aon Risk Services, Inc	200 East Randolph Street				Chicago	IL	60601-6436	USA
Aon Risk Services, Inc. Of Illinois	200 East Randolph Street				Chicago	IL	60601-6436	USA
Apex Solar Power - Authorized Installer	64 Main Street				Queensbury	NY	12804	USA
Apogee Instruments, Inc.	721 W 1800 N.				Logan	UT	84321	USA
Applus (Shanghai) Quality	No. 3999, Xiu Pu Road,	Pudong District			Shanghai		201315	China
Aramark Uniform Services	Aus Central Lockbox				Dallas	TX	75373-1676	USA
Archer, Henry J	2 Cityplace Drive				St. Louis	MO	63141	USA
Arizona Public Service Electric Company	4 N 5th St. Mail Station 9674				Phoenix	AZ	85004	USA
Arizona Solar Concepts	1415 E. University Dr. Suite A109				Tempe	AZ	85281	USA
Arizona Solar Concepts-Solar	1415 E. University Dr. Suite A109				Tempe	AZ	85281	USA
Astrom Technical Advisors S.L.	Calle Serrano 8-3 Izq				Madrid		28001	Spain
AT&T	129128801	P.O. Box 617			Los Angeles	CA	90060-0017	USA
AT&T Mobility Solutions Services	129128801	P.O. Box 617			Los Angeles	CA	90060-0017	USA
AT&T Teleconference Services	129128801	P.O. Box 617			Los Angeles	CA	90060-0017	USA
Atersa Grupo Elecnor	C/Embajadores 187				Madrid		28045	Spain
Atherton, Kenneth	2 Cityplace Drive				St. Louis	MO	63141	USA

SunEdison Inc.

Retained Causes of Action Listing

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 548, and 550 of the Bankruptcy Code

DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Axial Sistemas Solares, S.L	C/Riu Vinalopo, 23. P.I. Pata del Cid.				Quart de Poblet		46930	Spain
Aztec Solar Inc	11370 Trade Center Dr				Rancho Cordova	CA	95742	USA
Bachrodt, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Bala, Deepika	2 Cityplace Drive				St. Louis	MO	63141	USA
Baldwin, Charles	2 Cityplace Drive				St. Louis	MO	63141	USA
Ballswood	12500 Baltimore Avenue				Beltsville	MD	20705	USA
BAM Ventures	12181 Bluff Creek Drive	5th Floor			Playa Vista	CA	90094	USA
Banco Popular	Attn: Cesar Luis de Santos Jiménz	Velázquez 34			Madrid		28001	Spain
Bank Direct Capital Finance LLC	150 North Field Dr				Lake Forest	IL	60045-4847	USA
Barnes Solar Inc.	16560 Harbor Blvd #R				Fountain Valley	CA	92708	USA
Barry-Wehmiller Design Group, Inc.	8020 Forsyth Blvd				St. Louis	MO	63105	USA
Barton, John	2 Cityplace Drive				St. Louis	MO	63141	USA
Batz, Elvin M	2 Cityplace Drive				St. Louis	MO	63141	USA
Bay State Solar-Nvt	231 Weaver St				Fall River	MA	02720	USA
BCPG Public Company Limited	2098 M 12th Floor	Sukhumvit Rd			Bangkok		10110	Thailand
Ben Franklin Technology Partners of Southeastern PA, Investment Arm	4801 South Broad Street	Suite 200	Building 100 Innovation Center	The Navy Yard	Philadelphia	PA	19112	USA
Bennett, Ryan	2 Cityplace Drive				St. Louis	MO	63141	USA
Berger, Daniel	2 Cityplace Drive				St. Louis	MO	63141	USA
Berhorst, Tony T	2 Cityplace Drive				St. Louis	MO	63141	USA
Bes Maryland I, LLC	113 West Monument Street				Baltimore	MD	21201	USA
Best Vinyl Fence & Deck, LLC	525 S 850 E				Lehi	UT	84043	USA
Big Island Toyota, Inc	811 Kanoelehua Ave				Hilo	HI	96720	USA
Bisschoff, Garren	2 Cityplace Drive				St. Louis	MO	63141	USA
Bixby Land Company	Attn Property Mgmt	2211 Michelson Dr Ste 1			Irvine	CA	92612	USA
Blackburn, Lori Lynn	2 Cityplace Drive				St. Louis	MO	63141	USA
Blackline Systems DbA Osaba Inc	21300 Victory Blvd 12th Flr				Woodland Hills	CA	91367	USA
Blome, Brian A	2 Cityplace Drive				St. Louis	MO	63141	USA
Bluegill Technologies, LLC	4097 Trailcreek Rd				Riverside	CA	92505	USA
Bluewave Capital LLC	137 Newbury St Ste 400				Boston	MA	02116-2942	USA
Bockmon & Woody Electric Co., Inc.	Inc.	PO Box 118			Stockton	CA	95201	USA
Bonfiglioli Vectron GmbH	Europark Fichtenhain B6				Krefeld		47807	Germany
Booher, Richard Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Boone, Brett R	2 Cityplace Drive				St. Louis	MO	63141	USA
Boulder County Treasurer	PO Box 471				Boulder	CO	80306	USA
Bower, Jeffrey	2 Cityplace Drive				St. Louis	MO	63141	USA
Box Inc	4440 El Camino Real				Los Altos	CA	94022	USA
Brandels, John R	2 Cityplace Drive				St. Louis	MO	63141	USA
Braux Uk Limited	The Pinnacle Station Way				Crawley	WEST SUSS RH101JH		United Kingdom
Brian Wuebbels*	2 Cityplace Drive				St. Louis	MO	63141	USA
Bright Planet Solar, Inc	69 Milk Street, Suite 308				Westborough	MA	01581	USA
Brightcove Inc	180 Madison Ave				New York	NY	10016	USA
Brio Energy-Solar	6655 W Sahara St. B203				Las Vegas	NV	89146	USA
Brite Energy-Solar	1267 Windham Parkway				Romeoville	IL	60446	USA
Bruce W. Kingsley	2729 Elm Street				Dighton	MA	02715	USA
BTSA Netherlands Cooperatie U.A.	Prins Bernhardplein 200				Amsterdam		1097 JB	Netherlands
Build Native, Inc.	201 Cole Street				Austin	TX	78737	USA
Burdick, Paul W	2 Cityplace Drive				St. Louis	MO	63141	USA
Burlage, Julie	2 Cityplace Drive				St. Louis	MO	63141	USA
Burnell Controls (Kent) Ltd T/A Burnell Switchgear & Control	11 Masthead, Capstan Court				Dartford	Kent	DA2 6QG	United Kingdom
Burr & Tiegs Electrical	3888 Industry Blvd # 23				Lakeland	FL	33811	USA
Burr, Sean C	2 Cityplace Drive				St. Louis	MO	63141	USA
Butler, Kevin T	2 Cityplace Drive				St. Louis	MO	63141	USA
Butler, Nathan	2 Cityplace Drive				St. Louis	MO	63141	USA
Bwc Burnshirt River, LLC	137 Newbury St Ste 400				Boston	MA	02116-2942	USA
Bybee Lakes Logistics Center	UNIT 238				PORTLAND	OR	97208-4857	USA
Cadmus Group Inc	100 5th Avenue	Suite 1			Walcham	MA	02451	USA
Calhoun County Tax Commissioner	1702 Noble Street	Suite 14 & 16			Anniston	AL	36201	USA
California State Board Of Equalization	15350 Sherman Way 250 Van Nuys				Van Nuys	CA	91406	USA
Calumet Specialty Pr	1950 N Stemmond Fwy Ste 5010				Dallas	TX	75207	USA
Campbell Scientific Inc	815 W 1800 N				Logan	UT	84321	USA
Campbell, Stephen G	2 Cityplace Drive				St. Louis	MO	63141	USA
Canada Revenue Agency	555 MacKenzie Avenue	7th Floor	Attn: Mr. John Ossowski		Ottawa	ON	K1A 0L5	Canada
Capital Safety Services	260 Osborne Rd.				Loudonville	NY	12211	USA
Caramante, Patrick	2 Cityplace Drive				St. Louis	MO	63141	USA
Carlos Domenech Zornoza*	2 Cityplace Drive				St. Louis	MO	63141	USA
Carreden Group, Inc	51 JFK Parkway First Floor West				Short Hills	NJ	07078	USA
Casama LLC	15 Holmes Street				Rehoboth	MA	02769	USA
Cater, John Todd	2 Cityplace Drive				St. Louis	MO	63141	USA
Catherine Zoi	2 Cityplace Drive				St. Louis	MO	63141	USA
Cathy Kuehnert Supplemental Needs Trust	Needs Trust	552 32nd St			Virginia Beach	VA	23451	USA
CCH Inc	P.O. Box 4307				Carol Stream	IL	60197-4307	USA

SunEdison Inc.

DRAFT- SUBJECT TO MATERIAL CHANGE

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DRAFT as of 7/6/17

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
CCIC-CSA International Certification Co. Ltd	Floor 1,Building 4,889 Yishan Road				Shanghai	Z	200233	China
CDW Computer Centers Inc	200 N Milwaukee Ave				Illinois	IL	60061	USA
Celestica Hong Kong Ltd.	13-154 F Goldlion Holdings Centre	Hong Kong Shun Circuit	Siu Lek Yuen		Hong Kong	Shatin		China
Centerpoint Engineering, Inc.	2 Market Plaza Way	# D			Mechanicsburg	PA	17055	USA
Cg Power Solution Usa	7 Century Hill Dr				Latham	NY	12110-2113	USA
Cha, Bruce	2 Cityplace Drive				St. Louis	MO	63141	USA
Chatham Financial Kennett - Corp	235 Whitehorse Lane				Kennett Square	PA	19348	USA
Chatila, Ahmad R *	2 Cityplace Drive				St. Louis	MO	63141	USA
Chembrough Group, LP	2213 West Lonesome Dove				Deer Park	TX	77536	USA
Chicago Title Company	3127 Transworld Drive #130				Stockton	CA	95206	USA
Chint Power Systems	Attn: President or General Counsel	76 Koll Center Pkwy			Pleasanton	CA	94566-3106	USA
Chint Solar (HK) Co Ltd	Attn: President or General Counsel	76 Koll Center Pkwy			Pleasanton	CA	94566-3106	USA
Chriso'S Tree Trimming	P.O Box 22137				Bakersfield	CA	93390	USA
Christopher Cook	2 Cityplace Drive				St. Louis	MO	63141	USA
Chusak, Lee F	2 Cityplace Drive				St. Louis	MO	63141	USA
Cieminis, David	2 Cityplace Drive				St. Louis	MO	63141	USA
Cigna Healthcare	25500 N Norterra Dr				Phoenix	AZ	85085-8200	USA
Cintas Corporation	PO Box 650838				Dallas	TX	75265-0838	USA
Citibank N. A. Uruguay	11000 Montevideo				Misiones			Uruguay
Citiguard, Inc.	6430 Variel Ave # 101				Woodland Hills	CA	91367	USA
City Of Brockton	Finance Office	45 School Street			Brockton	MA	02301	USA
City Of Broomfield	City and County of Broomfield	PO Box 47			Broomfield	CO	80038-0407	USA
City Of Fall River Tax Collector	One Govt. Center				Fall River	MA	02722	USA
City Of Los Angeles Dept. Of Water & Power	111 North Hope Street				Los Angeles	CA	90012	USA
City Of Mendota	643 Quince Street				Mendota	CA	93640	USA
City Of Portland	P.O. Box 4216				Portland	OR	97208-4216	USA
City Of Santa Fe Municipal Airport	121 Aviation Drive				Santa Fe	NM	87507	USA
City Of Sherman	220 W Mulberry St				Sherman	TX	75090-5832	USA
City Of Tehachapi	115 S. Robinson St				Tehachapi	CA	93561	USA
City Of Tracy	333 Civic Center Dr				Tracy	CA	95376	USA
City Of Waterbury	236 Grand Street				Waterbury	CT	06702	USA
Citysafe Security Ltd	353 Old Laura Road				Plymouth			United Kingdom
CJ Quinones Engineering, Psc	Edif. Bucare 2050	Calle Turquesa			San Juan	P.R	00969	USA
Claire Gogel*	2 Cityplace Drive				St. Louis	MO	63141	USA
Clarke Realty, Lp	472 Winchester Street				Keene	NH	03431	USA
Claro & Cia	Attn: Attorney Handling SunEdison matters	Av. Apoquindo 3721, 14th floor			Santiago		755 0177	Chile
Clayton Borgmeyer	2529 High School Dr				Brentwood	MO	63144	USA
Clayton C. Daley Jr*	2 Cityplace Drive				St. Louis	MO	63141	USA
Clean Energy of America Group, Inc	22801 Ventura Blvd # 202				Woodland Hills	CA	91364-1222	USA
Clean Harbors Enviro	500 Battleground Road				La Porte	TX	77572	USA
Cognizant Technology Solutions	211 Quality Cirlice				College Station	TX	77845-4470	USA
Coleman, Peter	2 Cityplace Drive				St. Louis	MO	63141	USA
Colliers International Ca, Inc	50 California Street, Suite 1900				San Francisco	CA	94111	USA
Color Art Integrated Interiors LLC	1325 N Warson Rd				Saint Louis	MO	63132	USA
Commercial Due Diligence Services, Accounts Receivable Dept.	ces, Accounts Receivable Dept.	PO Box 73173			Dallas	TX	75373-1073	USA
Commerford, Jarryd	2 Cityplace Drive				St. Louis	MO	63141	USA
Complete Solar Solution Inc	1850 Gateway Drive	Ste 45			San Mateo	CA	94404	USA
Comptroller Of Income Tax	55 Newton Road				Singapore	SG	307987	Singapore
Coneco Energy LLC	4 First Street				Bridgewater	MA	02324	USA
Cook, Christpher R R	2 Cityplace Drive				St. Louis	MO	63141	USA
Cooper Investment Partners	1633 Broadway				New York	NY	10019	USA
Corbin'S Electric	4829 S 38th St,				Phoenix	AZ	85040	USA
Corridor Energy, LLC	1100 Walnut St				Kansas City	MO	64106	USA
County Of Nassau Nassan County Dept. Of Public Works	1194 Prospect Avenue	Attention: Ms. Shila Shah-Gavnuoudias, P.E.,	Commissioner		Westbury	NY	11590-2723	USA
County Of San Mateo	555 County Center				Redwood City	CA	94063	USA
County Of Suffolk	100 Veterans Memorial Highway	H. Lee Dennison Building			Hauppauge	NY	11788	USA
Cox, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Crane Solutions LLC	Attn: President or General Counsel	PO Box 8478			Dallas	TX	75284-0078	USA
Croswhite, Alison	2 Cityplace Drive				St. Louis	MO	63141	USA
Crystal Dynamics Inc	160 N Sandpoint Rd				Mead	OK	73449	USA
Csolar Iv South, LLC	14302 FNB Parkway				Omaha	NE	68154	USA
CT Corporation	PO Box 4349				Carol Stream	IL	60197-4349	USA
Cummings, Jeremy K	2 Cityplace Drive				St. Louis	MO	63141	USA
Cusick, Kerinia	2 Cityplace Drive				St. Louis	MO	63141	USA
Cut-N-Edge Landscape Services	3414 Summer Solstice				Rowlett	TX	75088	USA
Cwl Crane Worldwide Transportation	Ste 13.03A 13th Fl Menara Summit, P	Subang Jaya			Selangor		47600	Singapore
D.E. Shaw & Company	1166 Avenue of the Americas	Ninth Floor			New York	NY	10036	USA
Dac Beachcroft	Portwall Place	Portwall Lane			Bristol		BS1 9HS	United Kingdom
Dancel, Efen A	2 Cityplace Drive				St. Louis	MO	63141	USA
Danti, Anthony M	2 Cityplace Drive				St. Louis	MO	63141	USA
Datareef, LLC	5252 N. Edgewood Drive	Suite 165			Provo	UT	84604	USA

SunEdison Inc.

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DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
David Aaron Jones	2 Cityplace Drive				St. Louis	MO	63141	USA
David G. And Laurie Faylor Family Trust	Family Trust Alaska Federal	Credit Union, 1425 7th Street			Victorville	CA	92395	USA
David Goldman	4878 Harbord Drive				Oakland	CA	94618	USA
David Mccoy	865 Clark Ave				Webster Groves	MO	63119	USA
David Ranhoff*	2 Cityplace Drive				St. Louis	MO	63141	USA
David Sathrum	328 Monkey Valley Hollow				Kenyon	MN	55946	USA
Davis, Trevor A	2 Cityplace Drive				St. Louis	MO	63141	USA
Day, Simon	2 Cityplace Drive				St. Louis	MO	63141	USA
Ddr Atlantico LLC, S.E.	352288-20083-56495 /	P.O. Box 53162			Atlanta	GA	30353-1620	USA
Deaton, Shane D	2 Cityplace Drive				St. Louis	MO	63141	USA
Dedeaux Inland Empire Properties	Properties	143 South Eastman Avenue			Los Angeles	CA	90023	USA
Del Monte Electric Co, Inc.	Attn: Terick Albert	6998 Sierra Ct			Dublin	CA	94568-2662	USA
Delouche, Douglas M	2 Cityplace Drive				St. Louis	MO	63141	USA
Delta Dental	12399 Gravois Rd				Saint Louis	MO	63127-1750	USA
Demand Solutions Group LLC	Department 34281	PO Box 39			San Francisco	CA	94139	USA
Demers, Michael Kevin	2 Cityplace Drive				St. Louis	MO	63141	USA
Dennis And Bonnie Mcpadden	70 Route 106				N Springfield	VT	05150	USA
Dennis Mahoney & Sons, Inc.	P.O. Box 417				Mattapoisett	MA	02739	USA
Dertzbaugh, Timothy R	2 Cityplace Drive				St. Louis	MO	63141	USA
Deutsche Bank Trust Company Americas	16 Wall St				New York	NY	10005	USA
Dewinter Group, Inc.	1901 S. Bascom Ave. Suite 660				Campbell	CA	95008	USA
Deyo, Derek J	2 Cityplace Drive				St. Louis	MO	63141	USA
Diamond, Daniel A	2 Cityplace Drive				St. Louis	MO	63141	USA
Dimas, Joseph	2 Cityplace Drive				St. Louis	MO	63141	USA
District View Plaza	644 Fernandez Juncos Avenue	Suite 31			San Juan	PR	00907-3122	USA
Divine Power USA, Inc.	3650 Blue Loop Lane				Arvin	CA	93203	USA
Dixieland, LLC	69 Wildwood Street,				Wilmington	MA	01887	USA
Dno Consulting Limited	3 Sheep Street, Highworth				Wiltshire	SN6 7AA		United Kingdom
Dnv Kema Renewables Inc	1501 4th Avenue Suite 900				Seattle	WA	98101	USA
Dobbs, Daniel	2 Cityplace Drive				St. Louis	MO	63141	USA
Dominion Energy	701 East Cary Street	20th Floor			Richmond	VA	23219	USA
Dominion Resources Inc.	120 Tredegar St				Richmond	VA	23219	USA
Dominion Solar Projects III, Inc.	120 Tredegar St				Richmond	VA	23219	USA
Donohue, Steven	2 Cityplace Drive				St. Louis	MO	63141	USA
Dotsolved Systems, Inc	5890 Stoneridge Dr., Ste 110				Pleasanton	CA	94588	USA
Drake, Alexander R	2 Cityplace Drive				St. Louis	MO	63141	USA
Duke Energy	PO Box 70515				Charlotte	NC	28272-0515	USA
Dynasolar Services, LLC	120 Pleasant Hill Avenue North	Suite 2			Sebastopol	CA	95472	USA
Dzienkowski, Karen	2 Cityplace Drive				St. Louis	MO	63141	USA
East Asia Institute Of Management Pte Ltd	9 AH Hood Road				Singapore	SG	329975	Singapore
Eastcoast Site Work, Inc.	c/o K. Johnson & Associates, LLC	Attn: Kristen E. Johnson	15 Chambers Bridge Road, Suite 23		Brick	NY	08723	USA
Ebert, William H	2 Cityplace Drive				St. Louis	MO	63141	USA
Eckert Seamans Cherin & Mellott LLC	Attn: Attorney Handling SunEdison matters	6 Grant Street			Pittsburgh	PA	15219	USA
Ecotricity Group Limited	Lion House	Rowcroft	Stroud		Gloucestershire		GL5 3BY	United Kingdom
Edf Energy Customer Field Services (Metering) Ltd	255 Broadway Bexleyheath				Kent		DA6 8ET	United Kingdom
Edf Energy Customer Field Services Gb	255 Broadway Bexleyheath				Kent		DA6 8ET	United Kingdom
Efacec Equipos Eléctricos S.L.	Natea Business Park	Avda. de la Industria n?4, Edificio 1,	Escalera 2, 2? C		Alcobendas		28108	Spain
Effective Environmental	945 E Pleasant Run Road				Lancaster	TX	75146	USA
Ehrhart, Lindsay	2 Cityplace Drive				St. Louis	MO	63141	USA
El-Azzi, Zeina	2 Cityplace Drive				St. Louis	MO	63141	USA
Eldor Contracting Corp.	30 Corporate Drive				Holtsville	NY	11742	USA
Electric Power Systems	2 Cityplace Drive				St. Louis	MO	63141	USA
Emera Incorporated	1894 Barrington Street	Barrington Tower			Halifax	NS	B3J 2A8	CA
Emmanuel T. Hernandez*	2 Cityplace Drive				St. Louis	MO	63141	USA
Employee Stock Purchase Plan	2 Cityplace Drive				St. Louis	MO	63141	USA
Enercon Technologies	PO Box 665				Gray	ME	04039	USA
Enertis Inc Usa	1750 Montgomery Street				San Francisco	CA	94111	USA
Enphase Energy	PO Box 204201				Dallas	TX	75320-4201	USA
Enterprise Fleet Management Customer Billing	Customer Billing	PO Box 889			Kansas City	MO	64180-0089	USA
Epic Home Solar	3807 Pasadena Ave #120				Sacramento	CA	95747	USA
Epic Home Solar-Solar	3807 Pasadena Ave #120				Sacramento	CA	95747	USA
Equilar Inc.	1100 Marshall St				Redwood City	CA	94063	USA
Erm-West, Inc.	1277 Treat Blvd., Suite 500				Walnut Creek	CA	94597	USA
Esa Renewables, LLC	4150 St. Johns Pkwy Ste 1000				Sanford	FL	32771	USA
Esm Power Limited	Attn: Peter White	Woodford House	44 North Farm Road	Scunthorpe, N Lincolnshire			DN17 2AY	United Kingdom
Eversource	One NSTAR Way SW 3087				Westwood	MA	02090	USA
EverStream Energy Capital Management LLC	101 California Street				San Francisco	CA	94111	USA
EverStream Solar Infrastructure Fund I GP LP	101 California Street				San Francisco	CA	94111	USA
EverStream Solar Infrastructure Fund I LP	21960 Minnetonka Boulevard	Suite 210			Excelsior	MN	55331	USA
Expeditors Canada Inc	610 Lambert Pointe Dr				Hazelwood	MO	63042	USA
Expeditors International Inc	610 Lambert Pointe Dr				Hazelwood	MO	63042	USA

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Eynon Weed Control	600 Airport Road				Oceanside	CA	92058	USA
F & F Electric, Inc.	4105 W Ironwood Hill Drive				Tucson	AZ	85745	USA
Fairbanks, Benjamin	2 Cityplace Drive				St. Louis	MO	63141	USA
Federal Express	Dept La				Pasadena	CA	91185	USA
Federman, Fran R.	2 Cityplace Drive				St. Louis	MO	63141	USA
Feeney Wireless LLC	PO Box 2549				Eugene	OR	97402	USA
Fersa Energias Renovables SA	Av. Navarra, 14				Badalona	Barcelona	8911	Spain
Fidelity Investments Institutional	P.O. Box 770002				Cincinnati	OH	45277	USA
Figuerola, Yves	2 Cityplace Drive				St. Louis	MO	63141	USA
Finch, Callan W	2 Cityplace Drive				St. Louis	MO	63141	USA
First American Title Company	2710 Meade Ctr Dr, Bldg 6, #120	Attn: FATSCD-41 Box 1266			Los Angeles	CA	90065	USA
Fischer, William J	2 Cityplace Drive				St. Louis	MO	63141	USA
Fisher Scientific Corp	13551 Collections Ctr Dr				Chicago	IL	60693	USA
Five Star Impact	13516 Palawan Way				Riverton	UT	84065	USA
Flannery, Margaret	2 Cityplace Drive				St. Louis	MO	63141	USA
Flex International Asia Pacific	c/o Curtis, Mallet-Prevost, Colt & Mosle LLP	Attn: Steven J. Reisman, Esq., James V. Drew, Esq.	& Cindi M. Giglio, Esq.	11 Park Avenue	New York	NY	10178-0061	USA
Flex Intl Europe B.V.	c/o Curtis, Mallet-Prevost, Colt & Mosle LLP	Attn: Steven J. Reisman, Esq., James V. Drew, Esq.	& Cindi M. Giglio, Esq.	11 Park Avenue	New York	NY	10178-0061	USA
Flextronics International	c/o Curtis, Mallet-Prevost, Colt & Mosle LLP	Attn: Steven J. Reisman, Esq., James V. Drew, Esq.	& Cindi M. Giglio, Esq.	11 Park Avenue	New York	NY	10178-0061	USA
Flextronics International Europe B.V.	c/o Curtis, Mallet-Prevost, Colt & Mosle LLP	Attn: Steven J. Reisman, Esq., James V. Drew, Esq.	& Cindi M. Giglio, Esq.	11 Park Avenue	New York	NY	10178-0061	USA
Fong, Kendall	2 Cityplace Drive				St. Louis	MO	63141	USA
Forever Green Landscaping	375 Harvard St.	Unit G			Leominster	MA	01453	USA
Forlexco	2920 N Green Valley Pkwy Ste 514				Henderson	NV	89014	USA
Foster Street Acquisition LLC	1881 Worcester Road Suite 200				Framingham	MA	01701	USA
Fraass, Scott P	2 Cityplace Drive				St. Louis	MO	63141	USA
Fraga, Bekierman E Cristiano Advoga	Rua Rodrigo Silva 26 3rd Floor				Rio De Janeiro	RJ	20.011-040	Brazil
Franchise Tax Board	PO Box 2952 MS A-340				Sacramento	CA	95812-2952	USA
Francisco Perez-Gundin*	2 Cityplace Drive				St. Louis	MO	63141	USA
Frank W. Nichols And Celestia	2045 North Main				Cedar City	UT	84721	USA
Frankenberg, John E	2 Cityplace Drive				St. Louis	MO	63141	USA
Franklin Shuttle	207 Seaciff Way				Richmond	CA	94801	USA
Fraser, Kathleen	2 Cityplace Drive				St. Louis	MO	63141	USA
Freewire Broadband LLC	7327 SW Barnes Rd Portland OR 97225-6119							
Friedell, Benjamin	2 Cityplace Drive				St. Louis	MO	63141	USA
Fromme, Ralph H	2 Cityplace Drive				St. Louis	MO	63141	USA
Fuhrman, Sean	2 Cityplace Drive				St. Louis	MO	63141	USA
Fuss & O'Neill	146 Hartford Raod				Manchester	CT	06040-5992	USA
Future Perfect Studios, Inc.	2969 Hearthstone Rd.				Ellicott City	MD	21042	USA
Fyrsoft LLC	2450 Louisiana #400-405				Houston	TX	77006	USA
Gaffey Inc	1436 N Duck Creek Rd				Cleveland	TX	77328	USA
Gailey, Blake J	2 Cityplace Drive				St. Louis	MO	63141	USA
Galloway, Michael R	455 9th St				Lakeport	CA	95453	USA
Garfield County Treasurer	109 8th Street	#24			Glenwood Springs	CO	81601	USA
Gary Cosh	185 Joslin Rd,				Burlington Flats	NY	13315	USA
General Electric Company	1 Old River Road				Schenactady	NY	12345	NY
General Supply Service Inc Dba: Gexpro	dba: GEXPRO	PO Box 844			Dallas	TX	75284	USA
Geocon West Inc	6960 Flanders Drive				San Diego	CA	92121-2974	USA
Georganne C. Proctor*	2 Cityplace Drive				St. Louis	MO	63141	USA
George Powell	2 Cityplace Drive				St. Louis	MO	63141	USA
Gestalt Collective Inc.	Megan Harris	79 Dewar Court			Milton	ON	L9T 5N8	Canada
Gexpro	P.O. Box No. 100275				Atlanta	GA	30384-0275	USA
Giese, Peter	2 Cityplace Drive				St. Louis	MO	63141	USA
Gillespie, Robert	2 Cityplace Drive				St. Louis	MO	63141	USA
Gilman, Hallie	2 Cityplace Drive				St. Louis	MO	63141	USA
Global Freight Solutions Inc.	1371 Charles Willard Street				Carson	CA	90746	USA
Global Power Gas & Electric LLC	2950 W Cypress Creek Rd Suite 100				Fort Lauderdale	FL	33309	USA
Global Resource Options, Inc	205 Billings Farm Road, Building				White River Junction	VT	05001	USA
Goldman, David S	2 Cityplace Drive				St. Louis	MO	63141	USA
Google Inc. Department No 33654	1600 Amphitheatre Pkwy				Mountain View	CA	94043-1351	USA
Gordon Handelsman	501 Pearl Dr				Saint Peters	MO	63376	USA
Gorman, Jeffrey	2 Cityplace Drive				St. Louis	MO	63141	USA
Grace, Eric P	2 Cityplace Drive				St. Louis	MO	63141	USA
Graf, Ricardo C	2 Cityplace Drive				St. Louis	MO	63141	USA
Granite State Solar, LLC	197 N Main Street				Concord	NH	03303	USA
Green Care Companies Inc	30100 Valley Center Rd				Valley Center	CA	92082	USA
Green Mountain Power	PO Box 1915				Brattleboro	VT	05302-1915	USA
Grey Global Group Inc.	303 2nd. Street, Suite 300 North				San Francisco	CA	94107	USA
Griffith, Roger	2 Cityplace Drive				St. Louis	MO	63141	USA
Grossman, Matthew R	2 Cityplace Drive				St. Louis	MO	63141	USA
Gsolutionz Inc	625 E Santa Clara Street	Suite 1			Ventura	CA	93001	USA
H & E Equipment Serv	11100 Mead Rd Ste 200				Baton Rouge	LA	70816	USA
H& H Transformer, Inc.	PO Box 273, 8075 Pontiac Street				Commerce City	CO	800370273	USA

SunEdison Inc.

Retained Causes of Action Listing

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 548, and 550 of the Bankruptcy Code

DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
H&G Realty Trust	383 Main St				Dunstable	MA	01827	USA
Haavind As	Bygdoy Alle 2 Pb 359 Sentrum				Oslo		0101	Norway
Habitat Aid Ltd.	Hookgate Cottage				South BrewHand		BA10 0LQ	United Kingdom
Halbardi, Cory V	2 Cityplace Drive				St. Louis	MO	63141	USA
Halona, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Hambright Company	Shawn Scott Hambright	32683 Summersweet Dr			Winchester	CA	92596	USA
Hampton Tedder Electric Company	y MSS	PO Box 2128			Montclair	CA	91763	USA
Hand, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Handelsman, Gordon	2 Cityplace Drive				St. Louis	MO	63141	USA
Hanson Bridgett Marcus Vlahos	425 Market Street				San Francisco	CA	94105	USA
Harper, Lee A	2 Cityplace Drive				St. Louis	MO	63141	USA
Harris, Bryan	2 Cityplace Drive				St. Louis	MO	63141	USA
Hart, John L	2 Cityplace Drive				St. Louis	MO	63141	USA
Hawaii Medical Service Association	P.O. Box 29330				Honolulu	HI	96820	USA
Hawaiian Electric Company, Inc.	PO Box 2750				Honolulu	HI	96840-0001	USA
Haycock, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Hayward Area Recreation And Park District	1099 E Street				Hayward	CA	94541	USA
Hellmann Worldwide Logistics	10450 Doral Blvd.				Miami	FL	33178	USA
Henneberg, Tom William	2 Cityplace Drive				St. Louis	MO	63141	USA
Hertling, Gregory M	2 Cityplace Drive				St. Louis	MO	63141	USA
Hertz	Attn: President or General Counsel	929 W. La Cadena Dr.			Riverside	CA	92501	USA
Hewitt Associates LLC	P.O. Box 95135				Chicago	IL	60694-5135	USA
Hewlett Packard Co	1030 NE Circle Blvd				Corvallis	OR	97330	USA
Hodges-Mace, LLC	5775-D Glenridge Drive,				Atlanta	GA	30328	USA
Hoffman, Diana	2 Cityplace Drive				St. Louis	MO	63141	USA
Hoheim, Jacob	2 Cityplace Drive				St. Louis	MO	63141	USA
Hollett, Tess	2 Cityplace Drive				St. Louis	MO	63141	USA
Holloway, Michaelanne K	2 Cityplace Drive				St. Louis	MO	63141	USA
Honiton Energy Holdings Plc	15 Sloane Square	2nd Floor			London		SW1W 8ER	United Kingdom
Houston Ship Channel	111 East Loop North				Houston	TX	77029	USA
Hsef Gb	18 Whiteside Drive				Monkton South Ayrshire		KA9 2PU	United Kingdom
Hsef Seguridad Y Salud, S.L.	La Cala Mijas, Calanova Sea & Golf B1, A121				Mijas		29649	Spain
Hunton & Williams	200 Park Ave				New York	NY	10166	USA
Hupp, Joseph M	2 Cityplace Drive				St. Louis	MO	63141	USA
Hurley, Kenneth C	2 Cityplace Drive				St. Louis	MO	63141	USA
Hwang Mok Park Pc	2-KA Taepyeong-RO120	Chung-Ku			Seoul	KR	100-724	South Korea
Hybrid Electric Building Technologies Irvine 2, LLC	461 2nd Street	Suite 452			San Francisco	CA	94107	USA
Iadarola, Carmine Dave	2 Cityplace Drive				St. Louis	MO	63141	USA
Ibm Credit Corp	1133 Westchester ave				White Plains	NY	10604	USA
Ideematec Deutschland GmbH	Neusling 9A,				Wallerfing	DE	94574	Germany
Ilan Daskal	2 Cityplace Drive				St. Louis	MO	63141	USA
Imperial County Treasurer- Tax Collector Mss	Collector MSS	94 W. Main Street, Suite 16			El Centro	CA	92243	USA
Industrial Specialty Services	91473 Collections Center Dr				Chicago	IL	60693	USA
Inelsa Uk, Ltd	Atnt: Veronica Miguez Magdalena	3 More London Riverside			London		SE1 2RE	United Kingdom
Infinity Energy, Inc.	1108 Tinker Road Suite 150				Rocklin	CA	95765	USA
Ingenieria Mecano S.L.	Avenida Canovas del Castillo	no 6, 1st planta			Malaga		29016	Spain
Inland Revenue Authority of Singapore	55 Newton Road,				Revenue House		307987	Singapore
Inmata Solutions Inc	42840 Christy Steel Suite 206				Fremont	CA	94538	USA
Innovative Structural Engineering Md, Inc.	Engineering MD, INC.	3 South Main Street			Bel Air	MD	21014	USA
Instalaciones Negratin SI	Calle Capileira 14	Poligono Industrial Del Juncaril			Peligros		18210	Spain
Integra Enclosures, Inc.	Post Office Box 1870				Mentor	OH	44061	USA
Interior Architects, Inc	500 Sansome Street, 8th Floor				San Francisco	CA	94111	USA
International Equipment Leasing Inc	PO Box 150				Avenel	NJ	07001	USA
International Fidelity Insurance	1111 Raymond Blvd				Newark	NJ	07102	USA
Irrevocable Trust Of William B	9190 West Olympic Boulevard,	Suite 49			Beverly Hills	CA	90212	USA
Irvine, James R	2 Cityplace Drive				St. Louis	MO	63141	USA
Jabil Assembly Poland Sp. Z.O.O	UL. Lotnicza 2				Kwidzyn	PL	82-500	Poland
Jackie Denney - Kcttc	1115 Truxton Ave 2nd Flr				Bakersfield	CA	93301-4639	USA
Jadid, Ray	2 Cityplace Drive				St. Louis	MO	63141	USA
James B. Williams*	2 Cityplace Drive				St. Louis	MO	63141	USA
James W Scarrow PLLC	4631 Chesapeake Street NW				Washington	DC	20016	USA
Jan Pro Cleaning Sys	15714 SW 72nd Ave				Portland	OR	97224	USA
Jane Middaugh	P O Box 474				Belmont	CA	94002	USA
Jefferson County Treasurer	100 Jefferson County Pkwy 2520				Golden	CO	80419-2520	USA
Jensen, David	2 Cityplace Drive				St. Louis	MO	63141	USA
Jensen, Stanley	2 Cityplace Drive				St. Louis	MO	63141	USA
Jeremy Avenier*	2 Cityplace Drive				St. Louis	MO	63141	USA
Jeremy Derek Carter	2445 S View Parkway				Yuma	AZ	85365	USA
Jgsullivan Interactive	1600 Golf Road Suite 1200	Corporate Center			Rolling Meadows	IL	60008	USA
Jiang Yin Free Newenergy Electric Power Investment Co.,Ltd	2 Cityplace Drive				St. Louis	MO	63141	USA
Jinneng Clean Energy Technology Ltd	Attn: President or General Counsel	No. 1			Lyliang City		032100	China

SunEdison Inc.

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Jive Software	915 SW Stark Street Suite 200				Portland	OR	97205	USA
John Joven	2 Cityplace Drive				St. Louis	MO	63141	USA
Johns Ben / Johns Benjamin	2235 Banbury Circle				Roseville	CA	95661	USA
Johnson Design And Construction Inc.	4830 Calle Alto, Suite G				Camarillo	CA	93012	USA
Jones, David	2 Cityplace Drive				St. Louis	MO	63141	USA
Jordan, Daniel J	2 Cityplace Drive				St. Louis	MO	63141	USA
Joseph David Construction & Contracting Co.,Inc.	405 Pennsylvania Avenue				Linden	NJ	07036-2870	USA
Joseph Mantisi	9 Kimberly Ann Dr.				Rochester	NY	14606	USA
Joyce/Dayton Corp.	PO Box 635789				Cincinnati	OH	45263-5789	USA
Juan Kutz Azqueta Notario	C/ Velazquez 112-3º				MADRID			Spain
Julia Blunden	2 Cityplace Drive				St. Louis	MO	63141	USA
Kakareka, Natalie	2 Cityplace Drive				St. Louis	MO	63141	USA
Kane, Sara	2 Cityplace Drive				St. Louis	MO	63141	USA
K-Designers	2440 Gold River Rd	Ste 1			Gold River	CA	95670	USA
Kelly Receivables Funding LLC.	999 West Big Beaver Road				Troy	MI	48084	USA
Kelly, Matthew D	2 Cityplace Drive				St. Louis	MO	63141	USA
Khalifeh & Partners Lawyers	Attn: Attorney Handling SunEdison matters	Khalifeh Complex	Ibn Arabi St 3				11181	Jordan
Kim & Chang	Naaja-Dong Jongno GU223				Seoul	KR	110720	South Korea
Kingsbridge Holdings LLC	150 N Filed Drive Suite 193				Lake Forest	IL	60045	USA
Kipp Zonen Usa Inc	125 Wilbur Place				Bohemia	NY	11716	USA
Kirkland & Ellis LLP and its affiliates	300 North LaSalle				Chicago	IL	60654	USA
Klavens Law Group, P.C.	420 Boylston Street,	5th Floor			Boston	MA	02116	USA
Klb Group Performance Everyday, S.L	dba KLB Group				Santa Cugat del Valles		08174	Spain
Knowlton Farm Nominee Trust	43 Estabrook Ave.				Grafton	MA	01519	USA
Koh Boon Hock	2 Cityplace Drive				St. Louis	MO	63141	USA
Kollengode Gopal	3002 Whisperwave Cir				Redwood City	CA	94065	USA
Kumar, Sanjeev*	2 Cityplace Drive				St. Louis	MO	63141	USA
Kunderer, Anthony J	2 Cityplace Drive				St. Louis	MO	63141	USA
Kuzlik, Robert A	7706 N. 17th Place				Phoenix	AZ	85020	USA
Ky Huynh	316 Casselino Drive				San Jose	CA	95136	USA
La Flash Consulting LLC	Harold O. LaFlash	326 Denton Ct.			Pleasanton	CA	94566	USA
LA Power Center Corp	9862 Glenoaks Blvd				Sun Valley	CA	91352	USA
La Power Center Corp - Authorized Installer-Solar	9862 Glenoaks Blvd				Sun Valley	CA	91352	USA
LA Solar Group, Inc	16238 Raymer St				Los Angeles	CA	91406	USA
Lachance, Barrett	2 Cityplace Drive				St. Louis	MO	63141	USA
Lafayette Center LLC	2 Chabot St.				Westbrook	ME	04092	USA
Larkin, Daniel	2 Cityplace Drive				St. Louis	MO	63141	USA
Latin America Power Holding Bv	Cerro el Plomo 5680	Piso 12 Oficina 122	Las Condes		Santiago	Región Metropolitana		Chile
Lauritzen, Anna	2 Cityplace Drive				St. Louis	MO	63141	USA
Law Office Of Melissa Harms	Attn: Attorney Handling SunEdison matters	7 Larkspur Landing Cir #199			Larkspur	CA	94939	USA
Lazarus, Rebecca	2 Cityplace Drive				St. Louis	MO	63141	USA
Lbf-94, Lc	4565 Lake Creek Farms Rd.				Heber City	UT	84032	USA
Leap Consulting	111 Chester Avenue				Toronto	ON	M4K 2Z8	Canada
Leblanc, Arthur	2 Cityplace Drive				St. Louis	MO	63141	USA
Leo L. Koppelman, Jr.	45737 Pelican Lane				Cleveland	MN	56017	USA
Leong, Angie	2 Cityplace Drive				St. Louis	MO	63141	USA
Leschaco Inc	15355 Vantage Parkway W Ste 195				Houston	TX	77032	USA
Lewis, Nathan	2 Cityplace Drive				St. Louis	MO	63141	USA
Leyden, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Liberty Power-Nvt	1901 W Cypress Creek Road Ste 600				Fort Lauderdale	FL	33303	USA
Life Insurance Company Of North	1601 Chestnut St				Philadelphia	PA	19192	USA
Linde Electronics	88299 Expedite Way				Chicago	IL	60695-0001	USA
Linde Electronics And Specialty Gas	88299 Expedite Way				Chicago	IL	60695-0001	USA
Linton, Robert	2 Cityplace Drive				St. Louis	MO	63141	USA
Little, Ruel	2 Cityplace Drive				St. Louis	MO	63141	USA
Lockton Companies LLC	7 Times Square Tower Ste 3802				New York	NY	10036	USA
Locus Energy, LLC	2 Hudson Place Floor 6				Hoboken	NJ	07030	USA
Long Island Solar Solutions Inc	22 Holiday Park Drive				Centereach	NY	11720	USA
Lookingpoint Inc	391 Taylor Blvd Ste 120				Pleasant Hill	CA	94523	USA
Lopez, Juan A	2 Cityplace Drive				St. Louis	MO	63141	USA
Lori Erickson	2 Cityplace Drive				St. Louis	MO	63141	USA
Los Angeles County Tax	Collector	PO Box 5418			Los Angeles	CA	90054-0018	USA
Lovett Inc	6920 NE 42nd Ave				Portland	OR	97286	USA
LP Daniel Engineers & Contractors Inc.	1347 Tavern Rd,				Alpine	CA	91901-3853	USA
Lucas Environmental, LLC	67 Coddington Street	Suite 24			Quincy	MA	02169	USA
Lvnet LLC	2595 Fremont Street				Las Vegas	NV	89104	USA
M Bar C Construction Inc.	Attn: Shannon Niestas	674 Rancheros Dr			San Marcos	CA	92069-3005	USA
M.A. Mortenson Company	700 Meadow Ln N				Minneapolis	MN	55422-4817	USA
Macqueen, Aaron	2 Cityplace Drive				St. Louis	MO	63141	USA
Madison Dearborn Partners, LLC and other shareholders	70 W Madison St	#4600			Chicago	IL	60602	USA
Majjiga, Jithender	2 Cityplace Drive				St. Louis	MO	63141	USA

SunEdison Inc.

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Makani Nui Associates, LLC	2158 MAIN STREET	SUITE 202			WAILUKU	HI	96793	USA
Manavendra Sial*	2 Cityplace Drive				St. Louis	MO	63141	USA
Manufacturas Braux S.L	Paseo Arco de Ladrillo, 88 planta 1				Valladolid		47008	Spain
Maricopa County	501 N 44th Street	Suite 2			Phoenix	AZ	85008	USA
Mark Group Management	70 Boston Road				Leicester		LE4 1AW	United Kingdom
Marshall & Stevens Inc.	355 S. Grand Avenue, Suite 1750				Los Angeles	CA	90071	USA
Marshall Hayes	2 Cityplace Drive				St. Louis	MO	63141	USA
Martin Truong*	2 Cityplace Drive				St. Louis	MO	63141	USA
Martin, Alexander	2 Cityplace Drive				St. Louis	MO	63141	USA
Martinez Acosta, Armando	2 Cityplace Drive				St. Louis	MO	63141	USA
Martinez Enriquez, Francisco J	2 Cityplace Drive				St. Louis	MO	63141	USA
Masek, Michael J	2 Cityplace Drive				St. Louis	MO	63141	USA
Matheson, George Ed	P.O. Box 1406				Anahuac	TX	77514	USA
Matina, Tiara F	2 Cityplace Drive				St. Louis	MO	63141	USA
Matlock, Cory Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Matthew Herzberg*	2 Cityplace Drive				St. Louis	MO	63141	USA
Mattioli, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Mawhinney, Luke	2 Cityplace Drive				St. Louis	MO	63141	USA
Mccann, Craig	2 Cityplace Drive				St. Louis	MO	63141	USA
Mccarthy Building Companies Inc	Companies Inc	1341 North Rock Hill Road			St. Louis	MO	63124	USA
Mccurdy, Brian	2 Cityplace Drive				St. Louis	MO	63141	USA
Mcguire, Dennis S	2 Cityplace Drive				St. Louis	MO	63141	USA
Mchugh, Michael W	2 Cityplace Drive				St. Louis	MO	63141	USA
McLaughlin, Rachel	2 Cityplace Drive				St. Louis	MO	63141	USA
Mcmillan, Jeffrey	2 Cityplace Drive				St. Louis	MO	63141	USA
Mercer (Us) Inc.	4 Embarcadero Ctr Ste 400				San Francisco	CA	94111	USA
Meridian Imaging Solutions	5775 General Washington Drive				Alexandria	VA	22312	USA
Merrilees, Craig	366 6th St.				Lake Oswego	OR	97304-2933	USA
Messer, Shane	2 Cityplace Drive				St. Louis	MO	63141	USA
Michael A Kast	2 Cityplace Drive				St. Louis	MO	63141	USA
Michael Alvarez	P. O. Box 1530				Ross	CA	94957	USA
Microsoft Licensing Gp	c/o Bank of America	Atn: Lockbox 842467	195 N. Stemmons Fwy, Ste 51		Dallas	TX	75207	USA
Mike Lysiak	7430 Chateau Ridge				Riverside	CA	92506	USA
Mike Owen Fabrication, Inc.	144 E. Norris Rd.				Bakersfield	CA	93308	USA
Miller Bros Solar LLC	301 Alan Wood Road				Conshohocken	PA	19428	USA
Mobile Mini, Inc.	Dept La 7144				Pasadena	CA	91185-7144	USA
Mobile Modular	4445 E Sam Houston Pkwy S				Pasadena	CA	77505	USA
Modsolar LLC	211 N. 13th Street	4th Floor			Philadelphia	PA	19107	USA
Modular Space Corporation	12603 Collection Center Dr				Chicago	IL	60693	USA
Monzon, Jose	2 Cityplace Drive				St. Louis	MO	63141	USA
Moore Mcneil LLC	2002 Richard Jones RD A307				Nashville	TN	37215-9998	USA
Moore-Mcneil, LLC	2002 Richard Jones Rd, Suite 307A				Nashville	TN	37215-9998	USA
Moradi Family Trust	c/o Shoreline Law Corp.	Attn: Andrew Pauly	1299 Ocean Ave, Ste. 4,		Santa Monica	CA	90401-1007	USA
Mortenson Construction	700 Meadow Lane N				Minneapolis	MN	55422	USA
Mount Saint Mary'S Abbey	300 Arnold Street				Wrentham	MA	02093	USA
Mp Alternative Energy	Main Road No. 2	Urja Bhawan	Shivaji Nagar		Bhopal	Madhya Pr	462016	India
Mp Km Golding Ltd	The Nest, Butts Ln				Rodney Stoke	Cheddar	BS27 3UW	United Kingdom
Mulcahy, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Multnomah County Tax Collector	Assessment, Recording & Taxation	P.O. Box 2716			Portland	OR	97208-2716	USA
Murdock, Wade	2 Cityplace Drive				St. Louis	MO	63141	USA
My Le	2 Cityplace Drive				St. Louis	MO	63141	USA
My Nguyen	4297 Delacroix Court				San Jose	CA	95135	USA
Nagase America Corporation, California Branch	2880 Lakeside Drive Suite 320				Santa Clara	CA	95054	USA
Nageswara Kota	3000 N South St				Pasadena	TX	77503	USA
Namaste Solar	4571 Broadway St.				Boulder	CO	80304	USA
National Grid	Massachusetts Electric Company	4 Sylvan Road			Waltham	MA	02451	USA
Negratin Renewable SI	C/ Capileira 14, Pgno. Ind. Juncaril				Peligos		18210	Spain
Neo Solar Power	7 Li-Hsin 3rd Rd	Hsinchu Science Park			Hsinchu		30078	Taiwan
Neva Corp	11350 Brittmoore Park Dr				Houston	TX	77041	USA
Next Phase Solar Inc	2802	1th Street			Berkeley	CA	94710	USA
NexTracker, Inc.	6200 Paseo Padre Pkwy				Fremont	CA	94555	USA
Nguyen, My	2 Cityplace Drive				St. Louis	MO	63141	USA
Nice Payroll Pte Ltd	02-01 One Fullerton				Singapore	SG	049213	Singapore
Nicholas, Norman	2 Cityplace Drive				St. Louis	MO	63141	USA
Nmhg Financial Services Inc	10 Riverview Dr				Denbury	CT	06810	USA
North Kern State Prison	2737 W Cecil Ave				Delano	CA	93215	USA
Northern States Metals	Post Office Box 285				Brattleboro	VT	05320-0285	USA
Nova Partners Group Inc	1090 Water View Lane				Suwanee	GA	30024	USA
Novak, Lawrence B	2 Cityplace Drive				St. Louis	MO	63141	USA
NV Construction Inc. DBA GNRG Solar	15013 Califa St				Van Nuys	CA	91411	USA
NY State Processing Center	State Processing Center	PO Box 61			Albany	NY	12261	USA

SunEdison Inc.

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Nyovanie, Prosper	2 Cityplace Drive				St. Louis	MO	63141	USA
NYSE Market	5560 New North Drive				Atlanta	GA	30328	USA
Oak Leaf Energy Partners Ohio, LLC	Attn: President or General Counsel	2645 E 2nd Ave	Ste 26		Denver	CO	80206-4752	USA
O'Brien, Kelly	2 Cityplace Drive				St. Louis	MO	63141	USA
OI Analytical/Xylem Inc.	1 International Drive				Rye Brook	NY	10573	USA
Olsted, Nicholas R	2 Cityplace Drive				St. Louis	MO	63141	USA
Omni Logistics, Inc.	15912 International Plaza Drive				Houston	TX	77032	USA
Omni Valley Construction Corp	9042 Independence Ave				Canoga Park	CA	91304	USA
ON Search Partners	6240 SOM Center Rd Suite 230				Solon	OH	44139	USA
Oneenergy Development, LLC	101 Yesler Way	Suite 41			Seattle	WA	98104	USA
Onlych1Ld Ltd	1075 Adams Street				Denver	CO	80206	USA
Orbis Terrarum Projects	C/Cronos 20,P-3, L-6				Madrid		28037	Spain
Otoole Design Associates	2150 Schuetz Rd Suite 205				Saint Louis	MO	63146	USA
Otr Nominee Of State Teachers Retir	Retirement System	P.O. Box 633176			Cincinnati	OH	45263-3176	USA
Otr Nominee Of State Teachers Retirement System	Retirement System	P.O. Box 633176			Cincinnati	OH	45263-3176	USA
Oxford Global Resources, Inc.	PO Box 3256				Boston	MA	02241-3256	USA
Pacific Gas And Electric Company	77 Beale St				San Francisco	CA	94105	USA
Pacific Industrial Electric	PO Box 9788				Brea	CA	92822-9788	USA
Pacificorp	Attn: President or General Counsel	825 NE Multnomah St.	Ste 3		Portland	OR	97232-2135	USA
Pagliarulo, Laura	2 Cityplace Drive				St. Louis	MO	63141	USA
Paksoy Ortak Avukat Burosu	Sun Plaza Bilim Sok No:5 Kat:14				Maslak		34398	Turkey
Panel Claw, Inc	1600	Osgood St#223			North Andover	MA	01845	USA
Panerali, Kristen	2 Cityplace Drive				St. Louis	MO	63141	USA
Paredes, Ismael	2 Cityplace Drive				St. Louis	MO	63141	USA
Park, Robin	2 Cityplace Drive				St. Louis	MO	63141	USA
Pashupathy Shankar Gopalan	2 Cityplace Drive				St. Louis	MO	63141	USA
Patterson Consulting, Ltd.	2112 W. Galena Blvd.	Ste. 8-433			Aurora	IL	60506	USA
Paul D. Nesvold	3995 Quaa Ave.				Watertown	MN	55388	USA
Paul Gaynor	2 Cityplace Drive				St. Louis	MO	63141	USA
Paul Gendron	2 Cityplace Drive				St. Louis	MO	63141	USA
Pavia E Ansaldo Studio Legale	Dell'Annunziata, 7				Milano	MI	20121	Italy
Pc Housing Inc	8525 Camino Santa Fe Ste G				San Diego	CA	92121	USA
Perkin Elmer	13633 Collections Center Dr				Chicago	IL	60693-0136	USA
Peter Blackmore*	2 Cityplace Drive				St. Louis	MO	63141	USA
Peterson, Karen	2 Cityplace Drive				St. Louis	MO	63141	USA
Pierce, Spencer Marie	2 Cityplace Drive				St. Louis	MO	63141	USA
Pinsent Masons	50/F Central Plaza, 18 Harbour Road				Hong Kong			Hong Kong
Plaisted, Joshua	2 Cityplace Drive				St. Louis	MO	63141	USA
Plymouth Sand & Gravel, LLC	61, Camelot Dr				Plymouth	MA	02360	USA
Polk County Tax Collector	Clark, Campbell, Lancaster & Munson, P.A.	Attn: Tim Campbell	5 South Florida Avenue, Suite 8		Lakeland	FL	33801	USA
Pope, Steven A.	2 Cityplace Drive				St. Louis	MO	63141	USA
Port Terminal Railroad	8934 Manchester St				Houston	TX	77012	USA
Portland General Electric	2 World Tlade Ctr				Portland	OR	97201	USA
Power Electronics Corp.	Irene Sanhermelando Rodriguez	Leonardo Da Vinci 24-26, P.T. Paterna			Valencia		46980	Spain
Power Electronics Corp. Uk Ltd.	Irene Sanhermelando Rodriguez	Leonardo Da Vinci 24-26, P.T. Paterna			Valencia		46980	Spain
Power Electronics Usa, Inc.	Irene Sanhermelando Rodriguez	Leonardo Da Vinci 24-26, P.T. Paterna			Valencia		46980	Spain
Power, Donald	2 Cityplace Drive				St. Louis	MO	63141	USA
Powerguard Speciality Insurance Ser	135 Main Street 21St Floor				San Francisco	CA	94105	USA
Prater, Paula	2 Cityplace Drive				St. Louis	MO	63141	USA
Prime Source Solar LLC	7 Cedar Street				Ramsey	NJ	07446	USA
Pro Line Shipping Inc	9940 Baldwin Place				El Monte	CA	91731	USA
Pro Tech Energy Solutions LLC	215 Executive Drive				Moorestown	NJ	08057	USA
Prologis Perth Amboy Associates, LLC	Pier 1, Bay 1				San Francisco	CA	94111	USA
Prosolia Siglo Xxi	Pol. Ind. San Viconic Ctra.	Ontinyent			San Vicente		46870	Spain
Pryor, Christopher	2 Cityplace Drive				St. Louis	MO	63141	USA
Psnj Holdings LLC	12500 Baltimore Ave				Beltsville	MD	20705	USA
Public Service Electric & Gas Company Attention: Grag Pizarek	Company Attention: Grag Pizarek	8 Park PL, MCT-8			Newark	NJ	07102	USA
Puntigan, Steven T	2 Cityplace Drive				St. Louis	MO	63141	USA
Pure Power Systems, Inc.	50 Harrison St STE 210				Hoboken	NJ	07030-6087	USA
PV Guru Inc.	1444 17th St	Ste 2			Santa Monica	CA	90404	USA
Qe Solar LLC	16 South Ave West, # 207				Cranford	NJ	07016	USA
Quanta Power Generation, Inc.	Bank of America	P.O. Box 847275			Dallas	TX	75284-7275	USA
Quantum Utility Generation, LLC	1401 McKinney St # 1880				Houston	TX	77010	USA
Quick Systems Inc.	1400 Oakmont Pl				Pittsburg	CA	94565	USA
R. M. Young Company	2801 Aero Park Drive				Traverse City	MI	49686	USA
Radiance Solar, LLC	916 Joseph E. Lowery Blvd,	NW, Suite 2			Atlanta	GA	30318	USA
Raeder, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Raghunathan, Rohini	2 Cityplace Drive				St. Louis	MO	63141	USA
Randy H. Zwirn*	2 Cityplace Drive				St. Louis	MO	63141	USA
Rbi Solar Inc	5513 Vine Street				Cincinnati	OH	45217	USA
Rc Hunt Electric Inc.	Attn: Jeff Kuehndahl	1863 W Alexander St			West Valley City	UT	84119-2038	USA

SunEdison Inc.

Retained Causes of Action Listing

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DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Reallygreatrate Inc	2041 Rosecrans Suite 320				El Segundo	CA	90245	USA
Rebecca Cranna*	2 Cityplace Drive				St. Louis	MO	63141	USA
Recchia, Steven	2 Cityplace Drive				St. Louis	MO	63141	USA
Reckord, Kevin J	2 Cityplace Drive				St. Louis	MO	63141	USA
Red River Island	c/o William B. Finkelstein	Dykema Cox Smith	1717 Main Street Suite 42		Dallas	TX	75201	USA
Red River Island View LLC	1125 Ocean Ave.				Lakewood	NJ	08701	USA
Redcat Systems LLC	2344 Spruce St, STE A				Boulder	CO	80302	USA
Redmond, Christian D	2 Cityplace Drive				St. Louis	MO	63141	USA
Regus Management LLC	15305 Dallas Parkway Suite Addiso	91 Main St,			Dallas	TX	75202	USA
Reliant Labs, Inc.	925 Thompson Place				Sunnyvale	CA	94085	USA
Renewable Energy Test Center	Attn: President or General Counsel	46457 Landing Parkway			Fremont	CA	94538	USA
Renfert, Christine J	2 Cityplace Drive				St. Louis	MO	63141	USA
Resor N.V.	Attn: Attorney Handling SunEdison matters	PO Box 75965	17 AZ		Amsterdam			The Netherlands
Retc, LLC	46457 Landing Parkway				Fremont	CA	94538	USA
Revelation Solar Panel	Cleaning	6185 Magnolia Ave., Ste 26			Riverside	CA	92506	USA
Ricardo Aea Ltd	Gemini Building Fermi Avenue				Harwell		OX110QR	United Kingdom
Richard F Greene And Barbara A	8 Warner Street				Belchertown	MA	01007	USA
Richardson, Don D	2 Cityplace Drive				St. Louis	MO	63141	USA
Riggs Distler & Co Inc	P.O. Box 71592				Chicago	IL	60694-1592	USA
Rik Gadhia*	2 Cityplace Drive				St. Louis	MO	63141	USA
Ritch, Mueller, Heather Y Nicolau	Bldv Manuel Avila Camacho 24	Piso 2 Lomas De Chapultepec			Mexico City			Mexico
Robert H. Busler	209 Mount Vernon Ave,				Chestertown	MD	21620	USA
Roger B. Brown	3 Hickory Grove				Macomb	IL	61455	USA
Rohm, Matthew N	2 Cityplace Drive				St. Louis	MO	63141	USA
Rosales, Kevin D	2 Cityplace Drive				St. Louis	MO	63141	USA
Rounds, Colin	2 Cityplace Drive				St. Louis	MO	63141	USA
Rubcich, Marc	2 Cityplace Drive				St. Louis	MO	63141	USA
Ruffell, Michael Lee	2 Cityplace Drive				St. Louis	MO	63141	USA
Russell, Miles	2 Cityplace Drive				St. Louis	MO	63141	USA
Russo, Stefano M	2 Cityplace Drive				St. Louis	MO	63141	USA
S3 Power	PO Box 856				Norwood	MA	02062	USA
Safeco Electric Inc.	301 Toland Street				San Francisco	CA	94124	USA
Safway Services LLC	P.O. Box 843766				Los Angeles	CA	90084-3766	USA
Salehian, Afshin	2 Cityplace Drive				St. Louis	MO	63141	USA
Samuel Mdanahan	2 Cityplace Drive				St. Louis	MO	63141	USA
San Bernardino County Tax Collector	Collector	172 W. Third Street, First Floor			San Bernardino	CA	92415-0360	USA
Sankaran, Ravi	2 Cityplace Drive				St. Louis	MO	63141	USA
Santerno Inc. Mss	2505 International Pkwy				Virginia Beach	VA	23452	USA
Sasan Aminpour	2 Cityplace Drive				St. Louis	MO	63141	USA
Scher, Clifton B	2 Cityplace Drive				St. Louis	MO	63141	USA
Schneider, Cody	2 Cityplace Drive				St. Louis	MO	63141	USA
Schneiders & Schneiders	779 Washington St				Canton	MA	02021	USA
School Project For Utility Rate Reduction ("Spurr")	313 West Winton Ave.				Hayward	CA	94544-1136	USA
Schulte, Lynette Michele	2 Cityplace Drive				St. Louis	MO	63141	USA
Schweitzer Engineering Lab Inc	2350 NE Hopkins Court				Pullman	WA	99163	USA
Scott Edwards	2 Cityplace Drive				St. Louis	MO	63141	USA
Sebastian Deschler*	2 Cityplace Drive				St. Louis	MO	63141	USA
Sepratech Corp	3143 S Burnside Ave				Gonzales	LA	70737	USA
Serrano, Manuel Misael	2660 S Tensleep				Yuma	AZ	85365	USA
Sgurrenergy Ltd	225 Bath Street				Glasgow		G2 4GZ	United Kingdom
Shafer Landfill Trust	c/o de maximis, inc.	45 Montbrook Lane			Knoxville	TN	37919	USA
Shah, Anish	2 Cityplace Drive				St. Louis	MO	63141	USA
Shah, Pranav	2 Cityplace Drive				St. Louis	MO	63141	USA
Shane Deaton	2 Cityplace Drive				St. Louis	MO	63141	USA
Shickles, Angela Sue	2 Cityplace Drive				St. Louis	MO	63141	USA
Shill, Cody	2 Cityplace Drive				St. Louis	MO	63141	USA
Shine Up Solar LLC	4177 Worthington Drive,				North Highlands	CA	95660	USA
Shinsung	8 Daewangpangyo-ro 395				Bundang-Gu Seongnam-siGyeonggi,		463-420	South Korea
Shinsung Solar Energy Co.Ltd.	8 Daewangpangyo-ro 395				Bundang-Gu Seongnam-siGyeonggi,		463-420	South Korea
Siegel, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Siemens Industry, Inc.	100 Technology Drive	Leigh-Anne Best, Sr. Accountant			Alpharetta	GA	30005	USA
Siemens Plc	Princess Road, Princess Parkway				Manchester		M20 2UR	United Kingdom
Singletary Farm LLC	750 Richardson Road				Bladenboro	NC	28320	USA
Sino-American Silicon Products Inc.	No. 8. Industrial East Road 2	Hsinchu Science Park			Hsinchu		30078	Taiwan
Skyblue Solar-Nvt	16 Moorside Rd				West Cross	SA3 5EY		United Kingdom
Slack, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Sma America, LLC	Attn: Max Mayer	62 West Oaks Boulevard	Ste 3		Rocklin	CA	95765	USA
Smith, David L	2 Cityplace Drive				St. Louis	MO	63141	USA
Smith, Ian	2 Cityplace Drive				St. Louis	MO	63141	USA
Smith, Patrick S	2 Cityplace Drive				St. Louis	MO	63141	USA
Smith, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA

SunEdison Inc.

DRAFT- SUBJECT TO MATERIAL CHANGE

Retained Causes of Action Listing

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Snowline Joint Unified School District/ Attn: Andrea Mendoza	District/ Attn: Andrea Mendoza	PO Box 296			Phelan	CA	92329-6000	USA
Solamerica Energy Services, LLC	1100 Peachtree Street, Suite 2800				Atlanta	GA	30309	USA
Solaredge Technologies, Inc.	47505 Seabridge Drive				Fremont	CA	94538	USA
Solaria Corporation	6200 Paseo Padre Parkway				Fremont	CA	94555	USA
Solarpack Corporacion Technologica.	Avenida de Algorta 16, 3º	Getxo			Biscay		48992	Spain
Solarview Inc. (Authorized Installer)-Nvt	1201 Elm Street, Suite 3200				Dallas	TX	75270	USA
Solon Corporation	Attn: President or General Counsel	695 S. Country Club Road			Tucson	AZ	85756	USA
Solvchem Inc	1904 Mykawa				Pearland	TX	77581	USA
Sonnex France SAS	5 Rue De La Roberdiere				Rennes		35000	France
Southern California Edison	Attn: President or General Counsel	2425 S Blackstone Street			Tulare	CA	93274	USA
Southwest Quartz, Ltd.	6024 Williams Dr # 110				Georgetown	TX	78633	USA
Sparkmeter, Inc.	1616 H St Nw Suite 900				Washington	DC	20006	USA
Spectrum Energy, Inc - Authorized Installer-Nvt	3081 Route 73 S				Maple Shade	NJ	08052	USA
Speedway Commerce Center LLC	Unit No. 41	P.O. Box 5			Portland	OR	97208-5000	USA
Spencer J. Carlsen	26 Serene Court				Danville	CA	94526	USA
Spencer Odgen Ltd	33 Charlotte Street				London	LO	W1T1RR	United Kingdom
SPG Solar, Inc.	1039 N McDowell Blvd Suite B				Petaluma	CA	94954	USA
Spivey, Charles E	2 Cityplace Drive				St. Louis	MO	63141	USA
Spradlin, Randall	2 Cityplace Drive				St. Louis	MO	63141	USA
Scop Properties, LLC	50 West Liberty Street,	Suite 9			Reno	NV	89501	USA
Standard Solar Inc	1355 Piccard Drive	Suite 3			Rockville	MD	20850	USA
Starhub Ltd	67 Ubi Avenue 1, #05-01 StarHub Gree				Singapore			Singapore
State Of Hawaii Dept. Of Taxation	Department of Taxation	PO Box 1425			Honolulu	HI	96806-1425	USA
Steel Connections, Inc.	43287 Brookway Dr				Temecula	CA	92592	USA
Stephen Cerrone	2 Cityplace Drive				St. Louis	MO	63141	USA
Stephen O'Rourke	2 Cityplace Drive				St. Louis	MO	63141	USA
Stephen, Sunil	2 Cityplace Drive				St. Louis	MO	63141	USA
Stephenson, Robert S	2332 Brazoria Road				Lake Jackson	TX	77566	USA
Stepp, Ryan	2 Cityplace Drive				St. Louis	MO	63141	USA
Steven Tesoriere*	2 Cityplace Drive				St. Louis	MO	63141	USA
Stevens, Douglas	2 Cityplace Drive				St. Louis	MO	63141	USA
Stewart, Joel	2 Cityplace Drive				St. Louis	MO	63141	USA
Stone Roofing Company, Inc.	730 N. Coney Avenue				Azusa	CA	91702	USA
Storrusten, Josh	2989 Vera Cruz				Corona	CA	92882	USA
Stowell, Don	2 Cityplace Drive				St. Louis	MO	63141	USA
Stowell, Jesse W	2 Cityplace Drive				St. Louis	MO	63141	USA
Subino Business Solutions	Bibek Das	49 Hopyard Road #1			Pleasanton	CA	94588	USA
Subsidiaries of Dominion Solar Projects III, Inc.	120 Tredegar St				Richmond	VA	23219	USA
Sullivan, Jason Paddock	2 Cityplace Drive				St. Louis	MO	63141	USA
Sullivan, Peter	2 Cityplace Drive				St. Louis	MO	63141	USA
Sun Power Corporation Systems	Systems	PO Box 6			San Francisco	CA	94160	USA
SunE Pleasant Valley SP Owner LLC	12500 Baltimore Avenue				Beltsville	MD	20705	USA
SunEdison Semiconductor Ltd.	501 Pearl Drive				St. Peters	MO	63376	USA
Sunergy Construction Inc.	2940 Rubidoux Blvd				Riverside	CA	92509	USA
SunFusion Solar Electric, Inc	7766 Arjons Dr				San Diego	CA	92126	USA
Sungard Avantgard LLC	23975 Park Sorrento Ste 100				Calabasas	CA	91302	USA
Sunlight Solar Energy-Nvt	50 SE Scott St #13				Portland	OR	97702	USA
Sunsational Solar Inc-Solar	1448 Burton Mesa				Lompoc	CA	93436	USA
Superior Design International, Inc.	250 International Drive				Williamsville	NY	14221	USA
SVT 1100 Perimeter Park, LP	591 West Putnam Ave				Greenwich	CT	06830	USA
Swift Fire & Security (National) Ltd	Matthew Elliot House	64			Salford Quays		M50 2TS	United Kingdom
Systems Electric LLC	457 Lummistown Rd.				Cedarville	NJ	08311	USA
T Guzy Enterprises LLC-Solar	1463 Marchbanks Dr. #2				Walnut Creek	CA	94598	USA
Tady, Chad A	2 Cityplace Drive				St. Louis	MO	63141	USA
Tangent Energy Solutions, Inc.	PO Box 1140				Kennett Square	PA	19348	USA
Tangoe, Inc	35 Executive Blvd.				Orange	CT	06477	USA
Tavrida Electric North America Inc	115 Cliveden Ave.				Delta	BC	V3M6G9	Canada
Taylor, Brian E	2 Cityplace Drive				St. Louis	MO	63141	USA
Taylor, Daniel	2 Cityplace Drive				St. Louis	MO	63141	USA
Tech Mahindra Ltd	Plot no.22 to 25 & 27 to 34,	Hyderabad			Telangana State		500081	India
Technology Finance Corp. C/O Ascentium Capital LLC	P.O. Box 301593				Dallas	TX	75303-1593	USA
Tecsolgeo	22 Notting Hill Gate, Suite 396				London		W113JE	United Kingdom
Teeling, Bruce A	2 Cityplace Drive				St. Louis	MO	63141	USA
Teracal Corporation Dept. 116004	PO Box 5211	Dept. 1164			Binghamton	NY	13902-5211	USA
Terra Nova Renewable Partners	270 Park Avenue				Manhattan	NY	10017	USA
Terrasmart LLC	9200 Estero Park Commons Blvd	Suite 7			Estero	FL	33928	USA
Tetra Tech Inc	350 Indiana Street	Suite 5			Golden	CO	80401	USA
Texas Commission On Environmental Quality	P.O. Box 13087				Austin	TX	78711-3087	USA
The Bloom Organization Of Sj	1300 Route 73, Suite 106				Mt. Laurel	NJ	08054	USA
The Hackett Group	1001 Brickell Bay Drive Suite 3000				Miami	FL	33131	USA
The Hertz Corporation	PO Box 121124				Dallas	TX	75312-1124	USA

SunEdison Inc.

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Thiel, James	2 Cityplace Drive				St. Louis	MO	63141	USA
Thies Jr, Denzil Delane	55 9th st	Apt 35			San Francisco	CA	94103	USA
Thomas A. Coleman	6694 Old U.S. # 1				Wadley	GA	30477	USA
Thomson Reuters Tax Accounting Inc	1500 Spring Garden St 4th Flr				Philadelphia	PA	19130	USA
Thomson Weir LLC	420 W.Capitol Avenue,	Suite 4			Springfield	IL	62704	USA
Thresher Communication & Productivity Inc	3965 Hamilton Park Dr				San Jose	CA	95130	USA
Thunderbird Logistics	Interstate Capital Corp.	P.O. Box 915183			Dallas	TX	75391-5183	USA
Thuraisingham, Ravi	10420 Majestic Court				Parkland	FL	33076	USA
Thyssen Krupp Elevator	2801 Network Blvd Ste 700				Frisco	TX	75034	USA
Timothy Derrick	2 Cityplace Drive				St. Louis	MO	63141	USA
Tk Hvac & Electrical Services	11910 N Olive St.				El Mirage	AZ	85335	USA
TLT Solicitors	Redcliff Street				Bristol		BS1 6TP	United Kingdom
Tomaszewski, John	2 Cityplace Drive				St. Louis	MO	63141	USA
Top Quality Services LLC	66 Melbourne Street				Edison	NJ	08817	USA
Tordjaman, Ilan	2 Cityplace Drive				St. Louis	MO	63141	USA
Town Of Andover	Town of Andover - Office of Tax C	P.O. Box 99			Andover	MA	01810	USA
Town Of Belchertown	Town of Belchertown	P.O. Box 67			Belchertown	MA	01007-0607	USA
Town Of Berkley Tax Collector	1 N Main St #3				Berkley	MA	02779	USA
Town Of Berlin	23 Linden St.,				Berlin	MA	01503	USA
Town Of Dartmouth	P.O. Box 981003				Boston	MA	02298-1003	USA
Town Of Franklin	355 East Central Street	Municipal Building			Franklin	MA	02038	USA
Town Of Grafton	30 Providence Rd.				Grafton	MA	01519	USA
Town Of Holliston Tax Office	Tax Office	P.O. Box 6737			Holliston	MA	01746	USA
Town Of Mattapoisett	P. O. Box 433				Mattapoisett	MA	02739	USA
Town Of Monson	110 Main Street				Monson	MA	01057	USA
Town Of Norton Tax Collector	icpality) Town of Norton-	Tax Collector, 7 East Main St.			Norton	MA	02766	USA
Town Of Plymouth	11 Lincoln Street				Plymouth	MA	02360	USA
Town Of Rutland	P.O. Box 397				Fitchburg	MA	01420	USA
Town Of Salisbury	5 Beach Road				Salisbury	MA	01952	USA
Town Of Springfield	PO Box 13				Springfield	ME	04487	USA
Town Of Sterling Tax Collector	1114 Plainfield Pike				Oneco	CT	06373	USA
Township Of Robbinsville	1 Washington Blvd				Robbinsville	NJ	08691	USA
Toyota Motor Credit	Dbas: Toyota Financial Services	191 S. Western Ave.			Torrance	CA	90501	USA
Tr Corona Commerce Center LLC	PO Box 310300	Property 7411			Des Moines	IA	50331-0300	USA
Transamerica	433 Edgewoodrd NE				Cedar Rapids	IA	52499	USA
Transwood Inc	2565 St Marys Ave				Omaha	NE	68101	USA
TRC Companies, Inc.	21 Griffin Road North				Windsor	CT	06095	USA
Treasury Alliance Group, LLC	5 South Washington Street, #435				Naperville	IL	60566	USA
Trimark Associates, Inc.	2365 Iron Point Rd Suite 100				Folsom	CA	95630	USA
Trinity Solar	2211 Allenwood Rd				Wall Township	NJ	07719	USA
Triple Crown Solar Structures Inc.	940 Windham CT Ste 7				Youngstown	OH	44512-5060	USA
Triple E Farms LLC	1796 VT Rte 22A				Bridport	VT	05734	USA
True South Renewables Inc	1690 Scenic Ave				Costa Mesa	CA	92626-1410	USA
Ttcal-Vi-Reit-Col Jackson	11 Lorong 3 Toa Payoh Block D				Singapore	SG	319579	Singapore
Tuas Power Supply Pte Ltd	111 Somerset Road Tripleone				Somerset 13-06	SG	238164	Singapore
Tueth Keeney Cooper Mohan & JacksADT P.C.	Jackstadt P.C.	34 N Meramec #6			St Louis	MO	63105	USA
Tulare County Tax Collector, Rita A. Woodard	221 S Mooney Blvd #104E				Visalia	CA	93291	USA
Turner, Tracey L	2 Cityplace Drive				St. Louis	MO	63141	USA
Tuv Sud Cert & Test China Shh	NO. 88, Heng Tong Road				Shanghai	2	200070	China
U S Security Associates	200 Mansell Court 5th Floor				ROSWELL	GA	30076	USA
U.S Customs And Border Protection	6650 Telecom Dr				Indianapolis	IN	46278	USA
UCPC Limited	Huntingdon Road	Mount Pleasant House	Suite A, Floor 1		Cambridge	CB30RN		United Kingdom
United Rentals (North America) Inc.	Inc. 100 First Stamford Place,	Suite 7			Stemford	CT	06902	USA
United Site Services Of California	50 Washington St. Suite 1000				Westborough	MA	01581	USA
United Site Services Of Maryland, Inc.	50 Washington St. Suite 1000				Westborough	MA	01581	USA
United Site Services, Inc.	50 Washington St. Suite 1000				Westborough	MA	01581	USA
United Steelworkers International Union	60 Blvd of the Allies				Pittsburgh	PA	15222	USA
Uria Menendez Abogados S.L.P.	Principe de Vergara, 187: Plaza				Madrid	28	28002	Spain
US Customs & Border Protection	6650 Telecom Dr				Indianapolis	IN	46278	USA
US Ecology Texas Inc	3277 Co Rd 69				Robstown	TX	78380	USA
Us Healthworks Medical Group	1600 Genessee Ste 700				Kansas City	MO	64102	USA
US Security Associates Inc	200 Mansell Court	5th Floor			Roswell	GA	30076	USA
UTS Environmental	9000 Liberty Rd				Houston	TX	77028	USA
V3 Electric	4972 Robert J Mathews Parkway				El Dorado Hills	CA	95762	USA
Valliere, Bernard	2 Cityplace Drive				St. Louis	MO	63141	USA
Van Patten, Marc C	2 Cityplace Drive				St. Louis	MO	63141	USA
Vanasse Hangen Brustlin Inc	101 Walnut Street	Post Office Box 9151			Watertown	MA	02471	USA
Vaughn Industries LLC	1201 E. Findlay Street				Carey	OH	43316	USA
Velocify, Inc	222 N. Sepulveda Blvd, Suite 1800				El Segundo	CA	90245	USA
Vendorpass Inc	10151 Deenwood Park Blvd Bldg 200				Jacksonville	FL	32256	USA
Verizon Communications Inc.	PO Box 660794				Dallas	TX	75266-0794	USA

SunEdison Inc.

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Viasyn Inc	2440 Camino Ramon	Ste 299			San Ramon	CA	94583	USA
Viewqwest Pte Ltd	200 Bukit Timah Road				Singapore	SG	229862	Singapore
Vikas Desai	2 Cityplace Drive				St. Louis	MO	63141	USA
Vision Service Plan	3333 Quality Dr				Rancho Cordova	CA	95670	USA
Vogt Solar	St Johns Innovation Centre	Cowley Road			Cambridge		CB4 0WS	United Kingdom
Volpe, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Vortex Web Solutions LLC	54665 CR 33				Middlebury	IN	46540	USA
Voss, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Vossoughi, Sasan	2 Cityplace Drive				St. Louis	MO	63141	USA
Vwr Corp	1050 Satellite Blvd				Suwanee	GA	30024	USA
W. Joe Shaw, Inc.	4101 W Pinecrest Dr.				Marshall	TX	75670	USA
Wade, Kenneth	2 Cityplace Drive				St. Louis	MO	63141	USA
Wageworks, Inc.	Corporate Office				San Francisco	CA	94145-0772	USA
Walters Wholesale Electric Company	3375 E Slauson Avenue				Vernon	CA	90058	USA
Watson, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Weber, Andrew J	2 Cityplace Drive				St. Louis	MO	63141	USA
Webfilings LLC Dbw Workiva	2900 University Blvd				Ames	IA	50010	USA
WeGen Solar Inc.	1511 E Orangethorpe Ave				Fullerton	CA	92831	USA
Wells Fargo Bank N.A.	P.O. Box 63020				San Francisco	CA	94163	USA
Wep Tower D Co LP	c/o Greenberg Traurig, LLP	Attn: Daniel J. Ansell & Heath Kushnick	2 Park Avenue		New York	NY	10166	USA
Werksmans Attorneys	Private Bag 10015, Sandton				Gauteng		2146	South Africa
West Coast Solar, Inc.	2155 Elkins Way				Brentwood	CA	94513	USA
Western Oilfield Supply Co	3404 State Road				Bakersfield	CA	93308	USA
Westland Resources Inc	4001 E Paradise Falls Drive				Tucson	AZ	85712	USA
Westwood Professional Services Inc.		7699 Anagram Drive			Eden Prairie	MN	55344	USA
Wfp Tower D Co. L.P.	c/o Greenberg Traurig, LLP	Attn: Daniel J. Ansell & Heath Kushnick	2 Park Avenue		New York	NY	10166	USA
WGL Holdings (Washington Gas/ WGSW Inc.)	101 Constitution Ave NW				Washington DC	DC	20001	USA
White, Chris	2 Cityplace Drive				St. Louis	MO	63141	USA
Wholesale Carrier Services Inc	12350 NW 39th St Ste 101				Coral Springs	FL	33065-2418	USA
Wilks Lukoff & Bracegirdle LLC	1300 N Grant Ave #100				Wilmington	DE	19806	USA
Willard H. Wheeler	2 Cityplace Drive				St. Louis	MO	63141	USA
Williams, Garry Ian	2 Cityplace Drive				St. Louis	MO	63141	USA
Williamson, Susan	2 Cityplace Drive				St. Louis	MO	63141	USA
Wilmington Trust Company Fees And Payments Unit (other than in capacity as Released Party)	Fees And Payments Unit	Post Office Box 8955			Wilmington	DE	19899-8955	USA
Wilson, Joshua	2 Cityplace Drive				St. Louis	MO	63141	USA
Winmax Systems Corporation	1551 McCarthy Blvd. Ste 101				Milpitas	CA	95035	USA
Wolf, Christina	2 Cityplace Drive				St. Louis	MO	63141	USA
Woo Jin An	2 Cityplace Drive				St. Louis	MO	63141	USA
Woodlawn Associates	1 South Wacker Drive, Suite 200				Chicago	IL	60606	USA
Woongjin Energy Company Limited	37, Gwanpyeong-dong	Techno 2-ro	Yuseong-Gu		Daejeon			Korea
Wright, Kimberly	2 Cityplace Drive				St. Louis	MO	63141	USA
Xcel Energy	Attn: President or General Counsel	Post Office Box 9477			Minneapolis	MN	55484-9477	USA
Xi'an LONGi Silicon Materials Corp	No. 388, Middle Hangtian Road				Chang'an District	Xi'an City		China
XOOM Solar LLC	11208 Statesville Rd #200				Huntersville	NC	28078	USA
Yavapai County Treasurer	1015 FAIR ST				Prescott	AZ	86305-1807	USA
Younesazadeh, Sam	2 Cityplace Drive				St. Louis	MO	63141	USA
Zack Darling Creative Associates LLC	751 4th St.,				Santa Rosa	CA	95404-4407	USA
Zajicek, Christina	2 Cityplace Drive				St. Louis	MO	63141	USA
Zero Chaos	2807 Allen ST 730				Dallas	TX	75204	USA
Zglobal Inc.	604 Sutter Street, Suite 250				Folsom	CA	95630	USA
Zhonghuan Semiconductor Corporation	No. 12 East Haitai Road	Huayuan Industrial Park			Tianjin			China
Ziemke, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA

EXHIBIT B

EXHIBIT 7.1

**Form of GUC/Litigation Trust Agreement
(Redline)**

This Litigation Trust Agreement (the “**Litigation Trust Agreement**”), dated as of _____, 2017 (the “**Effective Date**”),¹ by and among SunEdison, Inc. and certain of its affiliates (collectively, the “**Debtors**” and together with their non-Debtor affiliates, the “**Company**”) and Drivetrain, LLC, as the trustee (the “**Original Trustee**”), is executed in order to establish a litigation trust (the “**Litigation Trust**”) in connection with (i) the Committee Settlement incorporated as Annex II (the “**Committee Settlement**”) to the *Order (I) Authorizing Debtors to (a) Obtain Senior Secured, Superpriority, Replacement Postpetition Financing Pursuant to Bankruptcy Code Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e), and (b) Utilize Cash Collateral Pursuant to Bankruptcy Code Section 363, (II) Authorizing Use of Proceeds to Repay Existing Senior Secured Superpriority, Postpetition Financing, and (III) Granting Adequate Protection to Prepetition Secured Parties Pursuant to Bankruptcy Code Sections 361, 362, 363 and 364* [ECF No. 2880] (together with all exhibits and annexes thereto, including, without limitation, the Committee Settlement, the “**Final DIP Order**”) and (ii) the *First Amended Joint Plan of Reorganization of SunEdison Inc. and its Debtor Affiliates* [ECF No. 3314—Exhibit A to the Disclosure Statement] (as amended, the “**Plan**”), including the *Term Sheet for Settlement Among Debtors, Tranche B Roll Up Lenders/Steering Committee of Prepetition Second Lien Lenders and Noteholders, the Official Committee of Unsecured Creditors, and BOKF, N.A.* incorporated therein [ECF No. 3314—Exhibit 6.1 to the Plan] (the “**Global Settlement Term Sheet**”). Capitalized terms used in this Litigation Trust Agreement and not otherwise defined shall have the meanings ascribed to them in the Plan.

WITNESSETH

WHEREAS, commencing on April 21, 2016 and continuing from time to time thereafter, each Debtor commenced a case (collectively, the “**Chapter 11 Cases**”) by filing a petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the Southern District of New York (the “**Bankruptcy Court**”) which Chapter 11 Cases are jointly administered under case no. 16-10992 (SMB);

WHEREAS, on April 29, 2016, the United States Trustee for the Southern District of New York appointed an official committee of unsecured creditors (as may be reconstituted from time to time, the “**Creditors’ Committee**”) in the Chapter 11 Cases;

WHEREAS, on November 28, 2016, the Debtors funded \$10,000,000 into a segregated bank account with U.S. Bank National Association to be controlled by the Debtors for the benefit of the general unsecured creditors pending the establishment of the Litigation Trust;

WHEREAS, on May 1, 2017, the Bankruptcy Court entered the Final DIP Order, including the Committee Settlement attached thereto;

WHEREAS, on June 9, 2017, the Debtors, the Tranche B Roll Up Lenders/Steering Committee of Prepetition Second Lien Lenders and Noteholders (the “**Ad Hoc Group**”), the Creditors’ Committee, and BOKF, N.A. (“**BOKF**” or the “**Convertible Senior Notes Indenture Trustee**”) executed the Global Settlement Term Sheet;

¹ NTD: This draft contemplates that parties will enter into this agreement on the same day as the Effective Date for the Plan.

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WHEREAS, on June 11, 2017, the Debtors filed the Plan;

WHEREAS, on ~~July 6, 2017~~, the Debtors filed the [*Plan Supplement*] [ECF No. [NUMBER]] (the “**Plan Supplement**”);

WHEREAS, on [July 20, 2017], the Bankruptcy Court entered an order confirming the Plan [ECF No. [NUMBER]] (the “**Confirmation Order**”);

WHEREAS, the Litigation Trust is created pursuant to, and to effectuate certain provisions of, the Final DIP Order, the Committee Settlement contained therein, the Plan, and the Global Settlement Term Sheet, pursuant to which the Litigation Trust will hold the Litigation Trust Assets (as defined herein);

WHEREAS, the Litigation Trust is organized for the sole purpose of liquidating the Litigation Trust Assets in an expeditious but orderly manner for the benefit of the Litigation Trust Beneficiaries, including the investigation and prosecution of the Litigation Trust Causes of Action (as defined herein), with no objective to continue or engage in the conduct of a trade or business, except, to the extent reasonably necessary to effectuate, and consistent with, the liquidating purpose of the Litigation Trust;

WHEREAS, the Litigation Trust is intended to be classified for U.S. federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) and thus as a “grantor trust” within the meaning of Sections 671 through 677 of the Internal Revenue Code of 1986, as amended (the “**IRC**”), with the Litigation Trust Beneficiaries treated for U.S. federal income tax purposes as the grantors and owners of their respective shares of the Litigation Trust Assets (as defined herein), other than with respect to any assets allocable to, or retained on account of, Disputed Claims (*i.e.*, the GUC Disputed Claims Reserve); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, in the Final DIP Order, the Committee Settlement, the Plan, and the Global Settlement Term Sheet, the Debtors or, from and after the Effective Date, any successor thereto, by merger, consolidation, or otherwise (the “**Reorganized Debtors**”), the Creditors’ Committee and the Litigation Trustee (as defined herein) agree as follows:

ARTICLE 1

ESTABLISHMENT OF LITIGATION TRUST

1.1 Establishment of Litigation Trust; Appointment of Original Trustee and Litigation Trust Oversight Board.

(a) Pursuant to the Final DIP Order, the Committee Settlement contained therein, the Plan, and the Global Settlement Term Sheet, the Debtors and the Creditors’ Committee hereby establish a trust which shall be known as the “SunEdison Litigation Trust” on behalf of holders of Class A Litigation Trust Interests (including and subject to the rights of the Convertible Senior Notes Indenture Trustee) and Class B Litigation Trust Interests (each as

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defined herein, and collectively, the “**Litigation Trust Beneficiaries**”) in accordance with the Plan and the Global Settlement Term Sheet.

(b) The Original Trustee is hereby appointed as trustee of the Litigation Trust and agrees to accept and hold the Litigation Trust Assets in trust for the Litigation Trust Beneficiaries subject to the terms of this Litigation Trust Agreement, the Plan, and the Confirmation Order. The Original Trustee and each successor trustee serving from time-to-time duly appointed hereunder (the “**Litigation Trustee**”) shall have all the rights, powers, and duties set forth herein. The term of the Original Trustee shall be for three (3) years, subject to an extension of such term by a majority vote of the Litigation Trust Oversight Board (as defined herein).

(c) A board created and selected by the Creditors’ Committee (the “**Litigation Trust Oversight Board**”) is hereby appointed to oversee the Litigation Trust and the activities of the Litigation Trustee. The Litigation Trust Oversight Board shall consist of three (3) members and each successor member serving from time-to-time duly appointed hereunder (each, a “**Litigation Trust Oversight Board Member**”), one of whom shall be the Litigation Trustee and a majority of whom shall be “United States persons” within the meaning of Section 7701(a)(30) of the IRC, and shall have all the rights, powers, and duties set forth herein. The term of each Litigation Trust Oversight Board Member, other than the Litigation Trustee (collectively, such other Litigation Trust Oversight Board Members, the “**Non-Trustee Oversight Board Members**”) shall be five (5) years, subject to an extension of such term by a majority vote of the Litigation Trust Oversight Board if the term of the Litigation Trust is extended beyond its original five (5) year term.

1.2 Transfer of Assets and Rights to Litigation Trustee.

(a) On the Effective Date, the Debtors, pursuant to terms of the Global Settlement Term Sheet, the Plan, and the Confirmation Order, hereby transfer, assign and deliver to the Litigation Trust, without recourse, all of their respective rights, title, and interests, free and clear of any and all Liens, Claims (other than Claims in the nature of setoff or recoupment), encumbrances or interests of any kind in such property of any other Person or Entity, in and to:

(i) all Causes of Action of the Debtors’ Estates as of the Effective Date, including all Estate Avoidance Actions (other than Avoidance Actions against the YieldCos and Avoidance Actions against the Prepetition First Lien Secured Parties and the Second Lien Creditors), to the extent such Causes of Action are not released or settled with the consent of the Creditors’ Committee, pursuant to Article 11.5 of the Plan or released or settled pursuant to an Order of the Bankruptcy Court (including the order approving the D&O Settlement Agreement [Docket No. 3453] (the “**D&O Settlement Approval Order**”))² or the Global Settlement Term

² For the avoidance of doubt, pursuant to the D&O Settlement Agreement and the D&O Settlement Approval Order, the only Estate Causes of Action against the Individual Defendants (as defined in the D&O Settlement Agreement) that are preserved for transfer to the Litigation Trust are preference actions that may be brought under section 547 of the Bankruptcy Code. To the extent any provision in the Plan (including this Litigation Trust Agreement and the other exhibits to the Plan Supplement) is inconsistent with the terms of the D&O Settlement Agreement or the D&O Settlement Approval Order, the D&O Settlement Agreement or the D&O Settlement Approval Order, as applicable, shall control.

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Sheet prior to the Effective Date, including the Causes of Action set forth on **Exhibit A** (the **"Litigation Trust Causes of Action"**); and

(ii) Cash of \$57,500,000.00 representing the sum of (A) the initial funding for the Litigation Trust as contemplated by the Committee Settlement; (B) proceeds allocable from the D&O Insurance in the amount of \$32,000,000.00, pursuant to the terms of the D&O Settlement Agreement and the D&O Settlement Approval Order; and (C) the settlement of certain Avoidance Actions in connection with the YieldCo Settlement Motion; plus at least \$5,000,000.00 in Cash on account of Professional Fee Reductions (the **"Voluntary Professional Fee Reduction Amount"**), as well as all additional Voluntary Professional Fee Reductions that exceed the Voluntary Professional Fee Reduction Amount (collectively, the **"Litigation Trust Initial Cash Assets"**), and together with the Litigation Trust Causes of Action, the proceeds of the Litigation Trust Causes of Action, and the Net Avoidance Action Proceeds (as defined herein), the **"Litigation Trust Assets"**).

(b) On the Effective Date, the Litigation Trust shall assume responsibility for the Claims Reconciliation Process (as defined in Annex I of the Global Settlement Term Sheet), including with respect to the initiation or continuance of claims objection prosecution. Copies of the Debtors' books and records that relate to claims objections shall be made available to the Litigation Trust promptly following the Effective Date. On and after the Effective Date, the Reorganized Debtors shall use commercially reasonable efforts to cooperate with the Litigation Trust in connection with due diligence and other reasonable assistance regarding the prosecution of the Claims Reconciliation Process and the Litigation Trust Causes of Action as may be reasonably requested by the Litigation Trust, including with respect to providing all relevant documents, evidence, and existing information in their possession or in the possession of their advisors or representatives on the Effective Date. Following the Effective Date, if the actual, reasonable, and documented out-of-pocket costs and expenses of the Reorganized Debtors (including fees and expenses of outside third-parties and/or firms; but not including charges for salaried employees of the Reorganized Debtors) incurred in carrying out the services described in this paragraph and/or Annex 1 of the Global Settlement Term Sheet exceed \$250,000 in the aggregate (the amount exceeding \$250,000 defined as **"Excess Expenses"**), the Litigation Trust shall promptly reimburse the Reorganized Debtors for the Excess Expenses. The parties shall agree in writing to the scope of work and expected charges regarding requests by the Litigation Trust that are expected to result in the incurrence of out-of-pocket costs prior to the Reorganized Debtors' performance of such tasks or incurrence of such costs and expenses. The Litigation Trustee and/or the Litigation Trust Oversight Board shall raise any disputes relating to a reimbursement request within thirty (30) days of receipt thereof, and the Bankruptcy Court shall resolve any such disputes that are not resolved among the parties.

(c) To the extent any Litigation Trust Assets cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Litigation Trust Assets shall be deemed to have been retained by the Debtors and the Litigation Trustee shall be deemed to have been designated as a representative of the Debtors pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce and pursue such Litigation Trust Assets on behalf of the Debtors. Notwithstanding the foregoing, all net proceeds of such Litigation Trust Assets shall be transferred to the Litigation

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Trust to be distributed to the Litigation Trust Beneficiaries consistent with the Plan and the Global Settlement Term Sheet.

(d) The transfer of the Liquidating Trust Assets shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other tax, pursuant to section 1146(a) of the Bankruptcy Code.

(e) The Litigation Trust Trustee will seek to preserve and protect all applicable privileges and work-product relating to the Claims Reconciliation Process and the Litigation Trust Causes of Action, including but not limited to any attorney-client privilege or work-product privilege attaching to any documents or communications (whether written or oral). The Litigation Trust Trustee's receipt of such information shall not waive any privileges and all such privileges are preserved. Notwithstanding the foregoing, in the event the Litigation Trust Trustee seeks to waive any privilege on behalf of the Litigation Trust or the Debtors, as applicable, with respect to the Litigation Trust Assets, it shall get the prior written consent of the Reorganized Debtors, which consent shall not be unreasonably withheld.

1.3 Title to Litigation Trust Assets.

Transfer of the Litigation Trust Assets to the Litigation Trust shall be made for the benefit of the Litigation Trust Beneficiaries to the extent such Litigation Trust Beneficiaries are entitled to beneficial interests therein (the "**Litigation Trust Interests**"). The Litigation Trust Interests shall be comprised of two tranches of interests, which will be provided on the Effective Date to (a) holders of General Unsecured Claims (the "**Class A Litigation Trust Interests**") and (b) holders of Second Lien Claims (the "**Class B Litigation Trust Interests**"). The Litigation Trust Interests shall have the respective rights to share in the Litigation Trust Assets and the governance rights set forth on **Exhibit B** hereto (the "**Litigation Trust Interests Overview**"). Upon the transfer of the Litigation Trust Assets, the Litigation Trust shall succeed to all of the right, title, and interest of the Debtors in and to the Litigation Trust Assets and the Debtors shall not have any further interest in or with respect to the Litigation Trust Assets or the Litigation Trust.

1.4 Nature and Purpose of Litigation Trust.

(a) Purpose. The Litigation Trust is organized and established as a trust, subject to the terms and conditions contained herein, in the Final DIP Order, the Plan, and the Global Settlement Term Sheet, for the sole purpose of liquidating the Litigation Trust Assets in an expeditious but orderly manner for the benefit of the Litigation Trust Beneficiaries, including the investigation and prosecution of the Litigation Trust Causes of Action, with no objective to continue or engage in the conduct of a trade or business, except, to the extent reasonably necessary to effectuate, and consistent with, the liquidating purpose of the Litigation Trust.

(b) Fees and Expenses. From and after the Effective Date, the Litigation Trust shall pay fees and expenses of professionals retained by the Litigation Trustee incurred in the investigation and prosecution of Litigation Trust Causes of Action ("**Investigation/Prosecution Fees and Expenses**") subject in all respects to the procedures and

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approvals to be established by the Litigation Trust Oversight Board (the “Approval Procedures”).

(c) Actions of Litigation Trustee. Subject to Section 3.8 hereof, the Litigation Trustee shall, in an expeditious but orderly manner, liquidate and convert to cash the Litigation Trust Assets, make timely distributions in accordance with Article 6 of this Litigation Trust Agreement, and not unduly prolong the duration of the Litigation Trust. The liquidation of the Litigation Trust Assets may be accomplished through the prosecution, compromise and settlement, abandonment, dismissal or assignment of any or all claims, rights or causes of action, or otherwise. With respect to Litigation Trust Assets involving asserted Claims of less than \$1,000,000, the Litigation Trustee shall have the absolute right to pursue, settle and compromise or not pursue any and all such Litigation Trust Assets as it determines is in the best interests of the Litigation Trust Beneficiaries and consistent with the purposes of the Litigation Trust. With respect to Litigation Trust Assets involving asserted Claims of \$1,000,000 or more, the Litigation Trustee shall have the right to pursue, settle and compromise or not pursue any and all such Litigation Trust Assets as it determines is in the best interests of the Litigation Trust Beneficiaries, and consistent with the purposes of the Litigation Trust, subject to approval by the majority vote of the Litigation Trust Oversight Board. The Litigation Trustee shall have no liability for the outcome of any such decision except for any damages caused by gross negligence, willful misconduct, or knowing violation of law.

(d) Relationship. This Litigation Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Litigation Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Litigation Trustee or the Litigation Trust Beneficiaries, or any of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint ventures. The relationship of the Litigation Trust Beneficiaries to the Litigation Trust and the Litigation Trustee shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Litigation Trust Agreement.

1.5 Incorporation of the Plan, Global Settlement Term Sheet, and Committee Settlement.

Both (i) the Plan (including the Global Settlement Term Sheet) and (ii) to the extent not superseded by the Plan (including the Global Settlement Term Sheet), the Final DIP Order (including the Committee Settlement) are hereby incorporated into this Litigation Trust Agreement and made a part hereof by this reference; *provided, however*, to the extent that there is a conflict between the provisions of the Litigation Trust Agreement and the Final DIP Order (including the Committee Settlement), the Plan (including the Global Settlement Term Sheet), or the Confirmation Order, the terms of the Confirmation Order shall control.

1.6 Appointment as Representative.

Upon the Effective Date, the Litigation Trustee is appointed as the duly appointed representative of the Debtors and their estates with respect to the Litigation Trust Assets, and, as

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such, upon such appointment, the Litigation Trustee succeeds to all of the rights and powers of a trustee in bankruptcy with respect to prosecution of the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries.

1.7 Reservation of Rights Regarding Litigation Trust Causes of Action.

No Entity may rely on the absence of a specific reference in the Plan or the Plan Supplement to any Litigation Trust Cause of Action against them as any indication that the Litigation Trust will not pursue any and all available Litigation Trust Causes of Action against them. The Litigation Trust expressly reserves all rights to prosecute any and all Litigation Trust Causes of Action against any Entity, except as otherwise provided in the Plan or an order of the Bankruptcy Court. Unless a specific Litigation Trust Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of the Bankruptcy Court, the Litigation Trust expressly reserves such Litigation Trust Causes of Action for later adjudication.

ARTICLE 2

LITIGATION TRUST INTERESTS

2.1 Allocation of Litigation Trust Interests.

As of the Effective Date, the Litigation Trust shall be authorized to make distributions of Litigation Trust Interests to Litigation Trust Beneficiaries in accordance with the Plan (including the Global Settlement Term Sheet) and the Confirmation Order. The distribution of the Litigation Trust Interests shall be accomplished as and when determined by the Litigation Trustee in consultation with the Litigation Trust Oversight Board. The aggregate number and face value of the Class A Litigation Trust Interests to be distributed to holders of allowed General Unsecured Claims on a *pro rata* basis or Class B Litigation Trust Interests to be distributed to holders of allowed Second Lien Claims on a *pro rata* basis shall be determined by the Litigation Trustee, in accordance with the Plan (including the Global Settlement Term Sheet) and the Confirmation Order.

2.2 Interests Beneficial Only.

The ownership of a Litigation Trust Interest shall not entitle any Litigation Trust Beneficiary to any title in or to the assets of the Litigation Trust as such (which title shall be vested in the Litigation Trustee) or to any right to call for a partition or division of the assets of the Litigation Trust or to require an accounting.

2.3 Evidence of Beneficial Interests.

Subject to Section 2.5(c) hereof, the ownership of Litigation Trust Interests when issued initially shall be represented by the recording of such ownership in an electronic book-entry system ("**Book Entry System**") maintained by either the Litigation Trust or an agent of the Litigation Trust. A Litigation Trust Beneficiary shall be deemed the "holder of record" (hereinafter "holder") of the Litigation Trust Interest(s) recorded in its name for purposes of all applicable United States federal and state laws, rules and regulations. The Litigation Trustee

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shall, upon the written request of a holder of a Litigation Trust Interest, provide reasonably adequate documentary evidence of such holder's Litigation Trust Interest, as indicated in the Book Entry System. The expense of providing such documentation shall be borne by the requesting holder.

2.4 Securities Law Registration.

It is intended that the Litigation Trust Interests shall not constitute "securities." If the Litigation Trustee determines, with the advice of counsel, that the Litigation Trust is required to comply with registration and reporting requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), then the Litigation Trustee shall take any and all actions to comply with such registration and reporting requirements, if any, and file periodic reports with the Securities and Exchange Commission (the "**SEC**"). Notwithstanding the foregoing procedure, nothing herein shall be deemed to preclude the Litigation Trustee from amending this Litigation Trust Agreement to make such changes as are deemed necessary or appropriate by the Litigation Trustee, with the advice of counsel, to ensure that the Litigation Trust is not subject to registration or reporting requirements of the Exchange Act, or the Investment Company Act.

2.5 Transferability; Records.

(a) The Litigation Trust Interests shall be freely negotiable and transferable to the extent provided herein and permitted by applicable securities laws.

(b) Pursuant to the Book Entry System, the Litigation Trust shall maintain, or cause an agent of the Litigation Trust to maintain, a copy of each assignment instrument delivered to it from time to time and a register (which may be electronic) for the recordation of the names and addresses of the Litigation Trust Beneficiaries, and the amount and class of their respective Litigation Trust Interests from time to time. Any transfer of a Litigation Trust Interest shall not be effective unless and until such transfer is recorded in the Book Entry System in accordance with the terms herein. Subject to Section 2.5(c), the entries in the Book Entry System shall be conclusive absent manifest error, and the Litigation Trust and the Litigation Trustee shall treat each person whose name is recorded in the Book Entry System pursuant to the terms hereof as the owner of Litigation Trust Interests indicated therein for all purposes of this Litigation Trust Agreement, notwithstanding notice to the contrary.

(c) Notwithstanding any provision to the contrary, the Litigation Trustee shall not recognize, and shall not record, any transfer of Litigation Trust Interests unless and until sufficient information regarding the sale and transferee (as reasonably determined by the Litigation Trustee) is provided using the litigation trust interest transfer form (attached hereto as **Exhibit C**, the "**Litigation Trust Interest Transfer Form**") and such Litigation Trust Interest Transfer Form and any other information requested by the Litigation Trustee is received and approved by the Litigation Trustee, including, without limitation, any tax information (including, without limitation, social security numbers or other tax identification numbers) and completed Internal Revenue Service ("**IRS**") forms as the Litigation Trustee, in its sole discretion, deems necessary or appropriate.

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(d) Transfers of Litigation Trust Interests shall be recorded on the Book Entry System in accordance with such practices and procedures as shall be prescribed by the Litigation Trustee under the supervision of the Litigation Trust Oversight Board, provided that the Litigation Trustee need not reflect any transfer and will give notice to such holder that no transfer has been recognized in the event the Litigation Trustee reasonably believes that such transfer (i) would constitute a violation of applicable laws or (ii) would cause the Litigation Trust to be required to register Litigation Trust Interests under, and/or to become subject to the reporting requirements of Sections 13 or 15(d) of the Exchange Act.

ARTICLE 3

LITIGATION TRUSTEE

3.1 Net Avoidance Action Proceeds.

All proceeds recovered by the Litigation Trust (or for the benefit of unsecured creditors) on account of Avoidance Actions (as defined in the Plan), net of fees and expenses expended to prosecute such Avoidance Actions (including fees paid on a contingency arrangement, any expenses of prosecuting the Litigation Trust Causes of Action or administering the Litigation Trust, including, without limitation, the costs associated with preparation of the Litigation Trust Reports (as defined below), and any taxes imposed on or with respect to such proceeds, all of which shall be deducted prior to any distribution of Net Avoidance Action Proceeds), other than proceeds from the Avoidance Actions against the YieldCos that are settled in connection with the YieldCo Avoidance Allocation, whether such Net Avoidance Actions Proceeds are recovered pursuant to the successful prosecution or settlement of such Avoidance Actions (the “**Net Avoidance Action Proceeds**”) shall be added to the Litigation Trust Assets and held as part thereof (and to which title shall be vested in the Litigation Trustee).

3.2 Collection of Income.

The Litigation Trustee shall collect all income earned with respect to the Litigation Trust Assets, which shall thereupon become Litigation Trust Assets and held as a part of the Litigation Trust (and which title shall be vested in the Litigation Trust).

3.3 Funding and Payment of Litigation Trust Expenses.

(a) The Litigation Trustee shall maintain a litigation expense fund (the “**Litigation Expense Fund**”) in an amount (i) as is reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Litigation Trust during litigation, (ii) to pay reasonable administrative expenses (including but not limited to, the costs and expenses of the Litigation Trustee (including reasonable fees, costs, and expenses of professionals), any taxes imposed on the Litigation Trust or fees and expenses in connection with, arising out of or related to the Litigation Trust Assets), and (iii) to satisfy other liabilities incurred or assumed by the Litigation Trust (or to which the assets are otherwise subject) in accordance with this Litigation Trust Agreement. The amounts held in the Litigation Expense Fund shall be subject to ~~periodic~~ review by the Litigation Trust Oversight Board.

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(b) The Litigation Expense Fund shall initially be funded from the Litigation Trust Initial Cash Assets and, thereafter, from any other Litigation Trust Assets. Accordingly, the Litigation Trustee may retain from the Net Avoidance Action Proceeds and proceeds of other Litigation Trust Causes of Action and add to the Litigation Expense Fund such amounts as the Litigation Trustee deems reasonable and appropriate to ensure that the Litigation Expense Fund will be adequate to meet the expenses and liabilities described in subsection (a) of this Section.

3.4 Distributions.

The Litigation Trustee shall distribute the net distributable assets of the Litigation Trust to the Litigation Trust Beneficiaries in accordance with the provisions of Article 6.

3.5 Tenure, Removal, and Replacement of Litigation Trustee.

(a) The Litigation Trustee shall serve for three (3) years, until resignation and the appointment of a successor pursuant to subsection (b) below, removal pursuant to subsection (c) below, or death (if applicable). The Litigation Trust Oversight Board shall be authorized to extend the term of the Litigation Trustee.

(b) The Litigation Trustee may resign by giving not less than sixty (60) days' prior written notice to the Litigation Trust Oversight Board, with a copy to counsel for the holders of Class B Litigation Trust Interests. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice and (ii) the appointment of a successor trustee as provided herein and the acceptance by such successor trustee of such appointment. If a successor trustee is not appointed or does not accept its appointment within sixty (60) days following delivery of notice of resignation, the Litigation Trustee may file a motion with the Bankruptcy Court, upon notice and hearing, for the appointment of a successor trustee.

(c) The Litigation Trustee may be removed by the affirmative vote of the majority of Litigation Trust Oversight Board by written consent or at the meeting of the Litigation Trust Oversight Board called for the purpose of removing the Litigation Trustee. Such removal shall become effective on the date action is taken by the Litigation Trust Oversight Board.

(d) In the event of the death (in the case of a Litigation Trustee that is a natural person), dissolution (in the case of a Litigation Trustee that is not a natural person), resignation pursuant to Section 3.5(b) hereof, or removal of the Litigation Trustee pursuant to Section 3.5(c) hereof, the Litigation Trust Oversight Board may appoint a successor Litigation Trustee subject to the requirement that any successor Litigation Trustee be a "United States person" within the meaning of Section 7701(a)(30) of the IRC. Such appointment shall specify the date on which such appointment shall be effective. Notice of the appointment of a successor Litigation Trustee shall be filed with the Bankruptcy Court.

(e) Immediately upon the appointment of any successor Litigation Trustee, all rights, powers, duties, authority, and privileges of the predecessor Litigation Trustee hereunder shall be vested in and undertaken by the successor trustee without any further act. The successor Litigation Trustee shall not be liable personally for any act of the predecessor Litigation Trustee.

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(f) Upon the appointment of a successor Litigation Trustee, the predecessor Litigation Trustee (or the duly appointed legal representative of a deceased Litigation Trustee) shall, if applicable, when requested in writing by the successor Litigation Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor trustee upon the trust herein expressed, without recourse to the predecessor Litigation Trustee, all the estates, properties, rights, powers and trusts of such predecessor Litigation Trustee, and shall duly assign, transfer, and deliver to such successor Litigation Trustee all property and money held hereunder, and all other assets and documents relating to the Litigation Trust, the Litigation Trust Assets, or the Litigation Trust Interests then in its possession and held hereunder.

(g) The appointment of a successor Litigation Trustee will be evidenced by the successor Litigation Trustee's filing with the Bankruptcy Court of a notice of appointment, which notice will include the name, address, and telephone number of the successor Litigation Trustee.

3.6 Acceptance of Appointment by Successor Litigation Trustee.

Any successor Litigation Trustee appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations of the predecessor Litigation Trustee hereunder and thereupon the successor Litigation Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of its predecessor in the Litigation Trust hereunder with like effect as if originally named herein.

3.7 Role of Litigation Trustee.

In furtherance of and consistent with the purpose of the Litigation Trust, the Litigation Trustee shall have the power to (i) prosecute, compromise and settle, abandon, assign, or dismiss for the benefit of the Litigation Trust Beneficiaries all claims, rights, and causes of action transferred to the Litigation Trust (whether such suits are brought in the name of the Litigation Trustee or otherwise), and (ii) otherwise perform the functions and take the actions provided or permitted in this Litigation Trust Agreement, subject to the terms and conditions contained herein (including approval by the majority of the Litigation Trust Oversight Board for actions related to Litigation Trust Assets involving asserted Claims of \$1,000,000 or more, as described in Section 2.1(c)). In all circumstances, the Litigation Trustee shall act in the best interests of all the Litigation Trust Beneficiaries and in furtherance of the purpose of the Litigation Trust.

3.8 Authority of Litigation Trustee.

Subject to any limitations contained herein, in the Plan, the Confirmation Order, or the Global Settlement Term Sheet, the Litigation Trustee shall have the following powers and authorities:

(a) hold legal title to any and all rights of the holders of the Litigation Trust Interests in or arising from the Litigation Trust Assets, including, without limitation, collecting and receiving any and all money and other property belonging to the Litigation Trust and the

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right to vote any claim or interest relating to a Litigation Trust Asset in a case under the Bankruptcy Code and receive any distribution thereon;

(b) perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code, including, without limitation, commencing, prosecuting or settling causes of action, enforcing contracts or asserting claims, defenses, offsets and privileges, but only as such duties and powers relate to the Litigation Trust Assets;

(c) protect and enforce the rights to the Litigation Trust Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(d) obtain (with the Litigation Expense Fund) reasonable insurance coverage with respect to the liabilities and obligations of the Litigation Trustee and the Litigation Trust Oversight Board under this Litigation Trust Agreement (in the form of an errors and omissions policy or otherwise);

(e) obtain (with the Litigation Expense Fund) insurance coverage with respect to real and personal property that may become assets of the Litigation Trust, if any;

(f) retain and pay out of the Net Avoidance Action Proceeds such counsel and other professionals, including, without limitation, any professionals previously retained by the Creditors' Committee, as the Litigation Trustee shall select to assist the Litigation Trustee in its duties, on such terms as the Litigation Trustee deems reasonable and appropriate, without Bankruptcy Court approval; the Litigation Trustee may commit the Litigation Trust to and shall pay such counsel and other professionals reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred pursuant to the Approval Procedures; *provided, that* the Litigation Trustee shall file a notice summarizing the key terms of any retention (including the economic terms thereof) regarding the retention of any such advisors on a contingency fee basis (other than the Litigation Trustee) (each such notice, a "**Contingency Fee Advisor Retention Notice**") on the docket of the Bankruptcy Court and, following the filing of any Contingency Fee Advisor Retention Notice, at the request of any of the holders of Class B Litigation Trust Interests (or their advisor at the instruction of a holder), the Litigation Trustee shall provide additional information regarding the proposed contingency fee engagement (including the actual engagement letter on a confidential basis, if so requested).

(g) retain and pay out of the Litigation Trust Expense Fund an independent public accounting firm to perform such reviews and/or audits of the financial books and records of the Litigation Trust as may be required by the SEC and applicable securities laws and as may be reasonable and appropriate in the Litigation Trustee's discretion and to prepare and file any tax returns, information returns, or periodic or current reports as required by applicable securities laws, for the Litigation Trust as may be required; the Litigation Trustee may commit the Litigation Trust to and shall pay such independent public accounting firm reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred;

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(h) retain and pay out of the Net Avoidance Action Proceeds such third parties to assist the Litigation Trustee in carrying out its powers and duties under this Litigation Trust Agreement; the Litigation Trustee may commit the Litigation Trust to and shall pay all such persons or entities reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred pursuant to the Approval Procedures, as well as commit the Litigation Trust to indemnify any such parties in connection with the performance of services (provided that such indemnity shall not cover any losses, costs, damages, expenses or liabilities that result from the recklessness, gross negligence, willful misconduct, or knowing violation of law by such party);

(i) subject to section 1.2(e), waive any privilege or any defense on behalf of the Litigation Trust or the Debtors, as applicable, with respect to the Litigation Trust Assets;

~~(j)~~ compromise, adjust, arbitrate, sue on or defend, pursue, prosecute, abandon, exercise rights, powers, and privileges with respect to, or otherwise deal with and settle, in accordance with the terms set forth herein, the Litigation Trust Assets;

~~(k)~~ with respect to the Litigation Trust Causes of Action, commence actions to avoid and recover transfers of the Debtors' property as permitted by the Plan and as may be permitted by the Bankruptcy Code or applicable state law;

~~(l)~~ invest any moneys held as part of the Litigation Trust in accordance with the terms of Section 3.15 hereof;

~~(m)~~ exercise all of the powers and authorities of the Litigation Trustee contained in Article 5 hereof;

~~(n)~~ subject to applicable securities laws, if any, establish and maintain a website for the purpose of providing notice of Litigation Trust activities in lieu of sending written notice to holders of Litigation Trust Interests, subject to providing notice of such website to such holders;

~~(o)~~ seek the examination of any entity, subject to the provisions of the Federal Rules of Evidence or any other applicable law or rule; and

~~(p)~~ take or refrain from taking any and all other actions that the Litigation Trustee, reasonably deems necessary or convenient for the continuation, protection and maximization of the Litigation Trust Assets or to carry out the purposes hereof.

3.9 Limitation of Litigation Trustee's Authority.

The Litigation Trustee shall, on behalf of the Litigation Trust, hold the Litigation Trust out as a trust in the process of liquidation and not as an investment company. Notwithstanding anything herein to the contrary, the Litigation Trustee shall not (i) be authorized to engage in any trade or business, (ii) take such actions inconsistent with the orderly liquidation of the assets of the Litigation Trust as are required or contemplated by applicable law, the Final DIP Order, the Plan, the Confirmation Order, and this Litigation Trust Agreement, or (iii) be authorized to engage in any investments or activities inconsistent with the treatment of the

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Litigation Trust as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684.

3.10 Books and Records.

The Litigation Trustee shall maintain books and records relating to the Litigation Trust Assets and income of the Litigation Trust and the payment of expenses of, and liabilities of claims against or assumed by, the Litigation Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting and securities law requirements of the Litigation Trust. Nothing in this Litigation Trust Agreement requires the Litigation Trustee to file any accounting or seek approval of any court with respect to the administration of the Litigation Trust, or as a condition for managing any payment or distribution out of the assets of the Litigation Trust.

3.11 Inquiries into Trustee's Authority.

Except as otherwise set forth in the Litigation Trust Agreement, no Person dealing with the Litigation Trust shall be obligated to inquire into the authority of the Litigation Trustee in connection with the protection, conservation, or disposition of the Litigation Trust Assets.

3.12 Compliance with Laws.

Any and all distributions of assets of the Litigation Trust and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, without limitation, applicable federal and state securities laws.

3.13 Compensation of Litigation Trustee.

The Litigation Trustee shall be reasonably compensated out of the Litigation Trust Expense Fund or the Net Avoidance Action Proceeds for its services, and reimbursed out of the Litigation Trust Initial Cash Assets or the Net Avoidance Action Proceeds for its reasonable expenses ~~pursuant to an engagement letter~~ in accordance with the compensation schedule attached hereto as Exhibit D (the "~~Trustee Engagement Letter~~ Compensation Schedule") approved by the Creditors' Committee, subject to the approval of the Bankruptcy Court prior to the entry of the Confirmation Order. The terms of the Litigation Trustee's engagement shall include a monthly compensation arrangement for the first two (2) years of the engagement (with the Litigation Trustee having the ability to reasonably negotiate for further monthly compensation thereafter, subject to the approval of the Non-Trustee Oversight Board Members) and tiered contingent compensation arrangement for Net Avoidance Action Proceeds collected in accordance with the terms of the Trustee ~~Engagement Letter~~ Compensation Schedule.

3.14 Reliance by Litigation Trustee.

Except as otherwise provided herein:

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(a) the Litigation Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by the Litigation Trustee to be genuine and to have been signed or presented by the proper party or parties; and

(b) Persons dealing with the Litigation Trustee shall look only to the Litigation Trust Assets to satisfy any liability incurred by the Litigation Trustee to such Person in carrying out the terms of this Litigation Trust Agreement, and the Litigation Trustee shall not have any personal obligation to satisfy any such liability.

3.15 Investment and Safekeeping of Litigation Trust Assets.

The Litigation Trustee shall invest all Cash assets transferred to the Litigation Trust, all Net Avoidance Action Proceeds, the Litigation Expense Fund, and all income earned by the Litigation Trust only in cash, cash equivalents, U.S. Treasury securities, money market investments, and similar investments; *provided, however*, that (a) the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the guidelines of the IRS, whether set forth in IRS rulings, other IRS pronouncements or otherwise and (b) the Litigation Trustee may retain any Net Avoidance Action Proceeds received that are not cash only for so long as may be required for the prompt and orderly liquidation of such assets in cash.

3.16 Standard of Care; Exculpation.

Neither the Litigation Trustee nor any of its duly designated agents or representatives or professionals shall be liable for any act or omission taken or omitted to be taken by the Litigation Trustee in good faith, other than acts or omissions resulting from the Litigation Trustee's own gross negligence, recklessness, willful misconduct, or knowing violation of law. The Litigation Trustee may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Litigation Trustee shall be under no obligation to consult with its attorneys, accountants, financial advisors or agents, and its good faith determination not to do so shall not result in the imposition of liability on the Litigation Trustee, unless such determination is based on gross negligence, recklessness, willful misconduct, or knowing violation of law.

3.17 Restriction as to Subsidiaries.

The Litigation Trust shall not hold 50% or more of the stock (in either vote or value) of any entity that is treated as a corporation for U.S. federal income tax purposes, nor be the sole member of a limited liability company, nor have any interest in an entity that is treated as a partnership for U.S. federal income tax purposes, unless such stock, membership interest, or partnership interest was obtained involuntarily or as a matter of practical economic necessity in order to preserve the value of the assets of the Litigation Trust.

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ARTICLE 4

LITIGATION TRUST OVERSIGHT BOARD

4.1 Litigation Trust Oversight Board.

At all times during the existence of the Litigation Trust, there shall be a three-member Litigation Trust Oversight Board, which shall consist of (i) two (2) Non-Trustee Oversight Board Members and (ii) the Litigation Trustee, *provided, that* the remaining members of the Litigation Trust Oversight Board Members may elect to not fill a Non-Trustee Oversight Board Member vacancy pursuant to Section 4.2 of this Litigation Trust Agreement. On the Effective Date, the Litigation Trust Oversight Board shall become effective and shall consist of the Original Trustee, Mr. Robert Egan, a designee of Flextronics Industrial Ltd., and ~~[NAME]~~Mr. Neal Goldman, a designee representing the interests of the Convertible Senior Noteholders. The Litigation Trust Oversight Board Members shall owe fiduciary duties to the Litigation Trust Beneficiaries. Upon appointment, the Litigation Trust Oversight Board shall have the rights, powers, and duties described herein and shall have such other rights to operate and manage the Litigation Trust as are not inconsistent with the terms of this Litigation Trust Agreement.

4.2 Authority of Litigation Trust Oversight Board.

The Litigation Trust Oversight Board shall have the authority and responsibility to (i) oversee, review, and guide the activities and performance of the Litigation Trustee (ii) approve, by a majority vote, the prosecution, compromise and settlement, abandonment, dismissal, or assignment of Litigation Trust Causes of Action relating to asserted Claims of \$1,000,000.00 or more; (iii) remove the Litigation Trustee in accordance with the provisions of Article 3 herein; (iv) adjust the minimum threshold value for the settlement or other resolution of Claims subject to its approval as set forth in section (ii) of this provision; (v) fill any Non-Trustee Oversight Board Member vacancy on the Litigation Trust Oversight Board or elect not to fill such vacancy; and (vi) act in a manner consistent with such other rights, powers, and duties described in this Litigation Trust Agreement. The Litigation Trustee shall consult with and provide information to the Litigation Trust Oversight Board in accordance with and pursuant to the terms of this Litigation Trust Agreement, the Plan (including the Global Settlement Term Sheet), and the Confirmation Order. The Litigation Trust Oversight Board shall have the authority to select and engage such Persons, and select and engage such professional advisors, in accordance with the Plan (including the Global Settlement Term Sheet), the Confirmation Order, and this Litigation Trust Agreement as the Litigation Trust Oversight Board deems necessary and desirable to assist the Litigation Trust Oversight Board in fulfilling its obligations under this Litigation Trust Agreement, and the Litigation Trustee shall pay, out of the Net Avoidance Action Proceeds or the Litigation Trust Initial Cash Assets, the reasonable fees of such Persons (including on an hourly, contingency, or modified contingency basis) and reimburse such Persons for their reasonable and documented out-of-pocket costs and expenses consistent with the terms of this Litigation Trust Agreement.

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4.3 Regular Meetings of Litigation Trustee and Litigation Trust Oversight Board.

Meetings of the Litigation Trustee and the Litigation Trust Oversight Board are to be held with such frequency and at such place as the Litigation Trust Oversight Board may determine in its sole discretion, but in no event shall such meetings be held less frequently than quarterly.

4.4 Special Meetings of Litigation Trustee and Litigation Trust Oversight Board.

Special meetings of the Litigation Trustee and the Litigation Trust Oversight Board may be held whenever and wherever called for by the Litigation Trustee or at least two members of the Litigation Trust Oversight Board.

4.5 Notice of and Waiver of Notice for, Litigation Trustee and Litigation Trust Oversight Board.

Notice of the time and place (but not necessarily the purpose or all of the purposes) of any regular or special meeting shall be given to the Litigation Trustee and the members of the Litigation Trust Oversight Board in person or by telephone, or via email or electronic mail. Notice to the Litigation Trustee and the members of the Litigation Trust Oversight Board of any such special meeting shall be deemed given sufficiently in advance when (i) if given by mail, the same is deposited in the United States mail at least ten (10) calendar days before the meeting date, with postage thereon prepaid, (ii) if given by electronic mail, the same is transmitted at least three (3) Business Days prior to the convening of the meeting (to the extent reasonably possible), or (iii) if personally delivered (including by overnight courier) or given by telephone, the same is handed, or the substance thereof is communicated over the telephone to the Litigation Trustee and the members of the Litigation Trust Oversight Board or to an adult member of his/her office staff or household, at least one (1) Business Day prior to the convening of the meeting. The Litigation Trustee and any member of the Litigation Trust Oversight Board may waive notice of any meeting and any adjournment thereof at any time before, during, or after it is held, as provided by law. Except as provided in the next sentence below, the waiver must be in writing, signed by the Litigation Trustee or the applicable member or members of the Litigation Trust Oversight Board entitled to the notice, and filed with the minutes or records of the Litigation Trust. The attendance of the Litigation Trustee or a member of the Litigation Trust Oversight Board at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

4.6 Manner of Acting.

(a) A majority of the total number of members of the Litigation Trust Oversight Board then in office shall constitute a quorum for the transaction of business at any meeting of the Litigation Trust Oversight Board. The affirmative vote of a majority of the members of the Litigation Trust Oversight Board present and entitled to vote at a meeting at which a quorum is present shall be the act of the Litigation Trust Oversight Board except as otherwise required by law or as provided in this Litigation Trust Oversight Board. In the event

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that a vote of the Litigation Trust Oversight Board taken at a meeting at which a quorum is present results in a tie, the vote of the Litigation Trustee shall determine whether the proposed action is approved by the Litigation Trust Oversight Board. The Litigation Trust Oversight Board may also take action by written consent in accordance with Section 4.7 hereof.

(b) Any or all of the members of the Litigation Trust Oversight Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. The Litigation Trustee or any member of the Litigation Trust Oversight Board participating in a meeting by this means is deemed to be present in person at the meeting. Voting may, if approved by the majority of the members at a meeting, be conducted by electronic mail or individual communications by the Litigation Trustee and each member of the Litigation Trust Oversight Board.

(c) Any member of the Litigation Trust Oversight Board who is present and entitled to vote at a meeting of the Litigation Trust Oversight Board when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Litigation Trust Oversight Board unless: (i) such member of the Litigation Trust Oversight Board objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by electronic transmission) of his/her dissent or abstention to the Litigation Trust Oversight Board before its adjournment. The right of dissent or abstention is not available to any member of the Litigation Trust Oversight Board who votes in favor of the action taken.

(d) Prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each member of the Litigation Trust Oversight Board shall report to the Litigation Trust Oversight Board any conflict of interest such member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such member might have with respect to or in connection with such matter or issue, other than solely as a Litigation Trust Beneficiary). A member who has or who may have a conflict of interest shall be deemed to be a "conflicted member" who shall not be entitled to vote or take part in any action with respect to such matter or issue (however such member shall be counted for purposes of determining the existence of a quorum); the vote or action with respect to such matter or issue shall be undertaken only by members of the Litigation Trust Oversight Board who are not "conflicted members."

4.7 Litigation Trust Oversight Board's Action without a Meeting.

Any action required or permitted to be taken by the Litigation Trust Oversight Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Litigation Trust Oversight Board as evidenced by one or more written consents describing the action taken, signed by all members of the Litigation Trust Oversight Board and

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recorded in the minutes or other transcript of proceedings of the Litigation Trust Oversight Board and the required notice of meeting has been given in accordance with Section 4.5 hereof.

4.8 Tenure, Removal and Replacement of Non-Trustee Oversight Board Members.

The authority of the Non-Trustee Oversight Board Members shall be effective as of the Effective Date and shall remain and continue in full force and effect until the Litigation Trust is terminated in accordance with Section 10.1 hereof. The service of the members of the Non-Trustee Oversight Board Members shall be subject to the following:

(a) The Non-Trustee Oversight Board Members will serve for five (5) years (subject to extension of such term by a majority vote of the Litigation Trust Oversight Board if the term of the Litigation Trust is extended beyond its original five (5) year term), until death or resignation pursuant to subsection (b) below or removal pursuant to subsection (c) below.

(b) A Non-Trustee Oversight Board Member may resign at any time by providing a written notice of resignation to the remaining members of the Litigation Trust Oversight Board. Any Non-Trustee Oversight Board Member who resigns shall continue to serve until the earlier of (i) the appointment of his or her successor; (ii) a determination by a majority of the remaining Litigation Trust Oversight Board Members to not fill the vacancy created by the resigning Non-Trustee Oversight Board Member; and (iii) ninety (90) days after the delivery of such written notice.

(c) A Non-Trustee Oversight Board Member may be removed by the majority vote of the other members of the Litigation Trust Oversight Board, written resolution of which shall be delivered to the removed Litigation Trust Oversight Board member; provided, however, that such removal may only be made for Cause. For purposes of this Section 4.8(c), "Cause" shall be defined as: (i) such Litigation Trust Oversight Board member's theft or embezzlement or attempted theft or embezzlement of money or tangible or intangible assets or property; (ii) such Litigation Trust Oversight Board member's violation of any law (whether foreign or domestic), which results in a felony indictment or similar judicial proceeding; (iii) such Litigation Trust Oversight Board member's recklessness, gross negligence, willful misconduct, or knowing violation of law, in the performance of his or her duties; or (iv) such Litigation Trust Oversight Board member's failure to perform any of his or her other material duties under this Litigation Trust Agreement (including the regular attendance at meetings); *provided, however*, that such Litigation Trust Oversight Board member shall have been given a reasonable period to cure any alleged cause under clause (iii) (other than willful misconduct or violation of law that results in a felony indictment or similar judicial proceeding) and clause (iv).

(d) In the event of a vacancy on the Litigation Trust Oversight Board due to the removal, death, or resignation of a Non-Trustee Oversight Board Member, a new member may be appointed to fill such position by the remaining members of the Litigation Trust Oversight Board. In the event that there are no remaining members of the Litigation Trust Oversight Board, appointments to fill such vacancies that would have been made by the remaining members of the Litigation Trust Oversight Board shall be made upon an order entered after an opportunity for a hearing by the Bankruptcy Court, upon motion of the Litigation Trustee. Successor members appointed to be Non-Trustee Oversight Board Members must

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satisfy the requirement that a majority of the Litigation Trust Oversight Board Members be “United States persons” within the meaning of Section 7701(a)(30) of the IRC.

(e) Immediately upon the appointment of any successor member of the Litigation Trust Oversight Board, all rights, powers, duties, authority, and privileges of the predecessor member of the Litigation Trust Oversight Board hereunder shall be vested in and undertaken by the successor member of the Litigation Trust Oversight Board without any further act; and the successor member of the Litigation Trust Oversight Board shall not be liable personally for any act or omission of the predecessor member of the Litigation Trust Oversight Board.

(f) The appointment of a successor member of the Litigation Trust Oversight Board shall be evidenced by the Litigation Trustee’s filing with the Bankruptcy Court of a notice of appointment, which notice shall include the name, address, and telephone number of the successor member of the Litigation Trust Oversight Board.

4.9 Compensation of Litigation Trust Oversight Board.

Each Non-Trustee Oversight Board Member of the Litigation Trust Oversight Board shall be paid, by the Litigation Trust out of the Litigation Trust Expense Fund, (i) the amount of ~~\$100,000~~³ \$25,000 annually as compensation for performance of its duties and services hereunder (all such duties or services are referred to herein as the “**Duties**”) and reasonable out-of-pocket expenses related to the Duties, and (ii) reimbursement from the Litigation Trust for reasonable, documented out-of-pocket expenses incurred in the performance of such member’s Duties. For the avoidance of doubt, Non-Trustee Oversight Board Members shall not be entitled to reimbursement of expenses incurred relating to their own attorneys or professionals.

4.10 Standard of Care; Exculpation.

None of the Litigation Trust Oversight Board, its members, designees or professionals, nor any of their duly designated agents or representatives, shall be liable for the act or omission of any other member, agent or representative of the Litigation Trust Oversight Board, nor shall the Litigation Trust Oversight Board or any of its members be liable for any act or omission taken or omitted to be taken by the Litigation Trust Oversight Board in good faith, other than acts or omissions resulting from such person’s own gross negligence, recklessness, willful misconduct, or knowing violation of law. The Litigation Trust Oversight Board and each of its members may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in good faith in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, neither the Litigation Trust Oversight Board nor any of its members shall be under any obligation to consult with its attorneys, accountants, financial advisors or agents, and its determination not to do so shall not result in the imposition of liability on the Litigation Trust Oversight Board or, as applicable, its members or designees, unless such determination is shown

³ ~~Still under discussion.~~

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to have been made in bad faith based on gross negligence, willful misconduct, or knowing violation of law.

4.11 Limitation of Litigation Trust Oversight Board's Authority.

Notwithstanding anything herein to the contrary, the Litigation Trust Oversight Board shall not (i) be authorized to engaged in any trade or business; (ii) take any action inconsistent with the orderly liquidation of the assets of the Litigation Trust as is required or contemplated by applicable law, the Final DIP Order, this Litigation Trust Agreement, the Confirmation Order, or the Plan; or (iii) be authorized to engage in any investments or activities inconsistent with the treatment of the Litigation Trust as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684.

ARTICLE 5

TAX MATTERS

5.1 Tax Reporting.

(a) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee) and Section 5.1(d), the Litigation Trust shall be treated as a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) and thus as a "grantor trust" within the meaning of Sections 671 through 677 of the IRC, and all parties to the Litigation Trust (including, without limitation, the Litigation Trustee, the Debtors, the Reorganized Debtors, and the Liquidating Trust Beneficiaries) shall report consistently therewith for U.S. federal income tax purposes. Accordingly, for U.S. federal income tax purposes, the Litigation Trust Assets shall be treated by all parties as (i) having been distributed (subject to any obligations relating to such assets) by the Debtors to the Litigation Trust Beneficiaries (other than any assets allocable to the GUC Disputed Claims Reserve) in satisfaction of Allowed General Unsecured Claims and in partial satisfaction of Allowed Second Lien Claims and (ii) immediately thereafter contributed by the holder of such Claims to the Litigation Trust in exchange for Litigation Trust Interests. Accordingly, the Litigation Trust Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Litigation Trust Assets (other than such Litigation Trust Assets that are allocable to the GUC Disputed Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local tax purposes.

(b) As soon as practicable after the Effective Date, (i) the Litigation Trustee, in consultation with the Litigation Trust Oversight Board and the Reorganized Debtors, shall determine the fair market value as of the Effective Date of all Litigation Trust Assets, and such determined fair market value shall be used consistently by all parties to the Litigation Trust Agreement (including the Reorganized Debtors, the Litigation Trustee, and the Litigation Trust Beneficiaries) for all U.S. federal income tax purposes, and (ii) the Litigation Trustee shall make

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such valuation available from time to time to all parties to the Litigation Trust, to the extent relevant to such parties for tax purposes.

(c) The Litigation Trustee shall file returns for the Litigation Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and in accordance with this Article 5. The Litigation Trustee shall, in its discretion, make any applicable tax elections on behalf of the Litigation Trust. The Litigation Trustee shall annually send to each Litigation Trust Beneficiary a separate statement setting forth such Litigation Trust Beneficiary's share of items of income, gain, loss, deduction, or credit, in accordance with applicable Treasury Regulations and Rev. Proc. 94-45, 1994-2 C.B. 684, file (or cause to be filed) any other statements, returns (including any information returns) or disclosures relating to the Litigation Trust that is required by any governmental authority or applicable law, and pay taxes, if any, properly payable by the Litigation Trust.

(d) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Litigation Trustee of a private letter ruling if the Litigation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), the Litigation Trustee shall (i) timely elect to treat any Litigation Trust Assets allocable to, or retained on account of, the GUC Disputed Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation Section 1.468B-9, and (ii) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties to the Litigation Trust Agreement (including the Litigation Trustee, the Reorganized Debtors and the Litigation Trust Beneficiaries) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing.

(e) The Litigation Trustee may request an expedited determination of taxes of the Litigation Trust, including the GUC Disputed Claims Reserve, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Litigation Trust for all taxable periods through the dissolution of the Litigation Trust.

5.2 Trust Taxable Income; Allocations.

(a) Subject to Section 5.2(c) hereof, all Litigation Trust earnings shall be taxable to the Litigation Trust Beneficiaries.

(b) Subject to Section 5.2(c) hereof, allocations of Litigation Trust taxable income shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed if, immediately prior to such deemed distribution, the Litigation Trust had distributed all of its other assets (valued for this purpose at their tax book value) to the Litigation Trust Beneficiaries, taking into account all prior and concurrent distributions from the Litigation Trust (including all distributions held in the GUC Disputed Claims Reserve). Similarly, taxable loss of the Litigation Trust will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the Litigation Trust. The tax book value of the Litigation Trust Assets for this purpose shall equal their fair market value upon the Effective Date, adjusted in either case in

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accordance with tax accounting principles prescribed by the IRC, the regulations and other applicable administrative and judicial authorities and pronouncements.

(c) The Litigation Trustee shall be responsible for payment, out of the Litigation Trust Assets, of any taxes imposed on the Litigation Trust or its assets, including the GUC Disputed Claims Reserve (in the latter instance, first out of any Cash allocable to, or retained on account of, the Disputed Claim to which such tax relates), including any income that may arise upon the distribution of the assets from the GUC Disputed Claims Reserve. In the event, and to the extent, any Cash retained on account of a Disputed Claim is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of such claim such that such portion of the taxes is paid (in whole or in part) from other available Cash, such other cash sources shall be (i) reimbursed from any subsequent Cash amounts retained on account of such claim, or (ii) to the extent such claim has subsequently been resolved, deducted from any amounts otherwise distributable by the Litigation Trustee as a result of the resolution of such claim.

5.3 Withholding.

The Litigation Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the IRC or any provision of any foreign, state, or local tax law with respect to any payment or distribution by the Litigation Trust to or any amounts received or earned by the Litigation Trust (including with respect to Net Avoidance Action Proceeds) distributable or allocable to the Litigation Trust Beneficiaries (including beneficiaries that are not “United States persons” within the meaning of the IRC). The Litigation Trustee may effect any withholding with respect to a Litigation Trust Beneficiary by reducing the amount currently or subsequently distributable to such beneficiary by the amount withheld. All such amounts withheld from distributions and paid to the appropriate taxing authority shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of this Litigation Trust Agreement. The Litigation Trustee shall be authorized to collect such tax information from the Litigation Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as, in its sole discretion, the Litigation Trustee deems necessary to effectuate this Litigation Trust Agreement, the Plan (including the Global Settlement Term Sheet), or the Confirmation Order. In order to receive distributions pursuant to this Litigation Trust Agreement, all Litigation Trust Beneficiaries shall be required to identify themselves to the Litigation Trustee and provide tax information and the specifics of their holdings, to the extent the Litigation Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Litigation Trustee for these purposes. This identification requirement generally applies to all holders, including those who hold their claims in “street name.” The Litigation Trustee may refuse to make a distribution to any Liquidation Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered, and may treat such beneficiary’s Litigation Trust Interests as in respect of a Disputed Claim and, in the event such information is not received within one year of being first requested, may treat such beneficiary’s Litigation Trust Interests as forfeited; *provided, however*, that, upon the delivery of such information by a Litigation Trust Beneficiary within one year of being so requested, the Litigation Trustee shall make such distribution to which the Litigation Trust Beneficiary is entitled, without additional interest occasioned by such beneficiary’s delay in providing tax information; and, *provided, further* that, if the Litigation

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Trustee fails to withhold in respect of amounts received or distributable with respect to any such beneficiary and the Litigation Trustee is later held liable for the amount of such withholding, such beneficiary shall reimburse the Litigation Trustee for such liability (to the extent such amounts were actually distributed to such beneficiary).

ARTICLE 6

DISTRIBUTIONS

6.1 Effective Date Distributions and Initial Cash Distribution.

(a) On the Effective Date, or as soon as practicable thereafter, the Litigation Trustee shall:

- (i) arrange for the distribution of Litigation Trust Interests; and
- (ii) pay \$2,000,000.00 of Cash from the Litigation Trust to the Convertible Senior Notes Indenture Trustee as partial payment of its fees and expenses incurred in connection with the Chapter 11 Cases; ~~and~~ (the “Effective Date BOKF Professional Fees Distribution”).

~~(iii) set aside an amount of Cash sufficient to satisfy the charging liens of the Convertible Senior Notes Indenture Trustee after taking into account the payment made pursuant to clause (i) above (the “Indenture Trustee Cash Reserve”). In accordance with section 7.13 of the Plan, the Convertible Senior Notes Indenture Trustee’s charging liens shall attach to the Indenture Trustee Cash Reserve. For the avoidance of doubt, such charging liens shall not attach to any Litigation Trust Interests upon the funding of the Indenture Trustee Cash Reserve.~~

(b) The Litigation Trustee, subject to the determination of the Litigation Trustee as to any holdback necessary to fund or maintain the GUC Disputed Claims Reserve (pursuant to Section 6.6 hereof) and the Litigation Expense Fund (in consultation with the Litigation Trust Oversight Board) and subject to Section 6.1(c) herein, shall make an initial distribution (the “**Initial Cash Distribution**”) of all remaining available Cash to holders of Class A Litigation Trust Interests within sixty (60) days of the Effective Date, ~~but~~; provided, however, (i) in no event shall the Initial Cash Distribution be less than fifty percent (50%) of Litigation Trust Initial Cash Assets. ~~The~~, and (ii) the Trustee shall not make the Initial Cash Distribution until at least thirty (30) days after the date that the Convertible Senior Notes Indenture Trustee provides the certification required by Section 6.1(c).

~~Litigation Trustee shall disburse the funds in the Indenture Trustee Cash Reserve to~~

(c) On or before the date that is five (5) days after the Effective Date, the Convertible Senior Notes Indenture Trustee shall (i) certify to the Litigation Trustee and (ii) provide notice through DTC to the Convertible Senior Noteholders of the amount of any outstanding and estimated costs, fees, and expenses that may be properly charged against any distribution to the Convertible Senior Noteholders pursuant to the terms of the Convertible Senior Notes Indentures

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(the “Outstanding Indenture Trustee Fees and Expenses”) which amount, for the avoidance of doubt, shall be net of the Effective Date BOKF Professional Fees Distribution. Provided that there is no temporary restraining order or injunction then in effect with respect to payment of the Outstanding Indenture Trustee Fees and Expenses, on the date of the Initial Cash Distribution ~~in satisfaction of any amounts due in respect of such charging liens,~~ the Litigation Trustee shall first pay the Outstanding Indenture Trustee Fees and Expenses to (and in the amount certified by) the Convertible Senior Notes Indenture Trustee from the Initial Cash Distribution on account of the Class A Litigation Trust Interests held by the Convertible Senior Noteholders; [provided, that if the amount of the Initial Cash Distribution to be distributed to Convertible Senior Noteholders (or their assignees) on account of their Class A Litigation Trust Interests is less than the Outstanding Indenture Trustee Fees and Expenses, then all Cash otherwise distributable to Convertible Senior Noteholders in respect of their Class A Litigation Trust Interests upon the Initial Cash Distribution shall be paid to the Convertible Senior Note Trustee in partial payment of the Outstanding Indenture Trustee Fees and Expenses. Until the Outstanding Indenture Trustee Fees and Expenses are paid in full to the Senior Convertible Notes Indenture Trustee, the Senior Convertible Notes Indenture Trustee shall be paid on a priority basis from cash distributions otherwise payable to the Convertible Senior Noteholders and its charging lien or priority rights from distributions shall be deemed to attach to Cash distributions upon or through the Class A Litigation Trust Interests issued or distributed in respect to the Convertible Senior Note Claims.]³ For the avoidance of doubt, the Cash distributed to the Convertible Senior Notes Indenture Trustee ~~from~~for the Outstanding Indenture Trustee ~~Cash Reserve~~Fees and Expenses shall be deemed to be part of the Initial Cash Distribution to Convertible Senior Noteholders (or their assignees) and shall not reduce the Initial Cash Distribution made to other Holders of General Unsecured Claims (or their assignees).⁴

(d) The Litigation Trustee shall have no liability for, and shall be held harmless from, any claims asserted by Convertible Senior Noteholder or any other party arising from the Litigation Trustee’s reliance on the certification provided by the Convertible Senior Notes Indenture Trustee pursuant to Section 6.1(c).

6.2 Annual Distribution.

Subsequent to the Initial Cash Distribution, the Litigation Trustee shall, on at least an annual basis and subject to the terms of the Plan and the Global Settlement Term Sheet regarding the treatment of holders Class A Litigation Trust Interests and Class B Litigation Trust Interests, (i) distribute to the holders of Class A Litigation Trust Interests and Class B Litigation Trust Interests the Net Avoidance Action Proceeds in accordance with their respective rights under the Plan and the Global Settlement Term Sheet and (ii) distribute to the holders of Class A Litigation Trust Interests all other available Cash (treating as Cash for this purpose all investments in accordance with Section 3.15); *provided, however*, that the Litigation Trust shall retain such amounts as necessary or appropriate to maintain the GUC Disputed Claims Reserve

³ The mechanics for payment of the Outstanding Indenture Trustee Fees and Expenses to be finalized prior to the Effective Date.

⁴ ~~NTD: The Committee and the Original Trustee continue to discuss the mechanics.~~

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and the Litigation Expense Fund. Subject to and in accordance with Section 5.3 hereof, the Litigation Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the Litigation Trustee's reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement; *provided, further*, that the Litigation Trustee shall not be required to make a distribution pursuant this Section 6.2 if the aggregate, net amount of unrestricted Cash available for distribution is sufficiently small in amount as to make the distribution impracticable as reasonably determined by the Litigation Trustee, with the consent of the Litigation Trust Oversight Board, in accordance with the law.

6.3 Manner of Payment or Distribution.

(a) All distributions made by the Litigation Trustee to or for the benefit of holders of Litigation Trust Interests shall be payable in Cash to the holders of Litigation Trust Interests of record as of the twentieth (20th) day prior to the date scheduled for the distribution, unless such day is not a business day, then such day shall be the following business day. The Litigation Trustee shall distribute such cash by wire, check, or such other method as the Litigation Trustee deems appropriate under the circumstances.

(b) To the extent the Debtors become liable for the payment of any Claims arising under section 502(h) of the Bankruptcy Code on account of Litigation Trust Assets (including the Net Avoidance Action Proceeds), the Litigation Trustee will be responsible for making distributions on account of such claims pursuant to Section 8.2 herein.

6.4 Delivery of Litigation Trust Distributions.

All distributions under this Litigation Trust Agreement to any holder of Litigation Trust Interests shall be made at the address of such holder as set forth in the Book Entry System or at such other address or in such other manner as such holder of Litigation Trust Interests shall have specified for payment purposes in a written notice to the Litigation Trustee at least twenty (20) days prior to such distribution date. In the event that any distribution to any holder is returned as undeliverable, the Litigation Trustee shall be entitled to rely on the most current information available from the Debtors to determine the current address of such holder, but no distribution to such holder shall be made unless and until the Litigation Trustee has determined the then current address of such holder, at which time such distribution shall be made to such holder without interest; *provided, however*, that such undeliverable or unclaimed distributions shall be deemed unclaimed property at the expiration of one year from the date of distribution. The Litigation Trustee shall reallocate the undeliverable and unclaimed distributions for the benefit of all other Litigation Trust Beneficiaries holding Litigation Trust Interests in the applicable class.

6.5 Cash Distributions.

No Cash distributions shall be required to be made to any Litigation Trust Beneficiary in an amount less than \$100.00. Any funds so withheld and not distributed shall be held in reserve and distributed in subsequent distributions. Notwithstanding the foregoing, all Cash shall be distributed in the final distribution of the Litigation Trust.

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6.6 Disputed Claims Reserve.

(a) From and after the Effective Date, the Litigation Trustee shall hold and maintain the GUC Disputed Claims Reserve for the benefit of the Holders of such Disputed General Unsecured Claims, including any Cash and any other Litigation Trust Assets allocable to such Disputed Claims (*i.e.*, as if such Holders had received Litigation Trust Interests on the Effective Date and such Disputed Claims had been Allowed Claims on the Effective Date), determined based on (i) the asserted amount of such Disputed Claim, (ii) such other amount as may be agreed upon by the Holder of such Disputed Claim and the Litigation Trustee or (iii) except with respect to any Disputed General Unsecured Claims asserted by Vivint Solar, Inc., such other amount as may be deemed appropriate by the Litigation Trustee in accordance with the terms of this Litigation Trust Agreement (in each case, net of any taxes imposed on, or with respect to, the GUC Disputed Claims Reserve as relates to such Claim, including in connection with such distributions).

(b) Holders of Disputed Claims that become Allowed Claims after the Initial Cash Distribution Date shall receive any distributions of Cash and/or Litigation Trust Interests to which they are entitled under the Plan on the next Distribution Date; provided, however, that the Litigation Trustee may determine in its discretion (subject to the approval of the Litigation Trust Oversight Board, if necessary, pursuant to the terms of this Litigation Trust Agreement) to make an immediate distribution to the holder of such Claim.

(c) Any taxes incurred by the Litigation Trust with respect to assets allocable to, or retained on account of, a Disputed Claim (including any taxes that would be incurred upon a distribution of such assets as a result of the resolution of the Disputed Claim) will be netted against the amounts otherwise distributable from the GUC Disputed Claims Reserve in respect of, or as a result of the resolution of, such Claim. *See also* Section 5.2(c) herein. No assets allocable to, or retained on account of, a Disputed Claim will be released from the GUC Disputed Claims Reserve until such time as the Cash otherwise distributable as a result of the resolution of such Claim is sufficient to pay any taxes incurred or that would be incurred upon the distribution.

ARTICLE 7

INDEMNIFICATION

7.1 Indemnification of Litigation Trustee.

(a) To the fullest extent permitted by law, the Litigation Trust, to the extent of its assets legally available for that purpose, shall indemnify and hold harmless the Litigation Trustee and each of its directors, members, shareholders, partners, officers, agents, employees, attorneys and other professionals (collectively, the “**Indemnified Persons**”) from and against any and all losses, costs, damages, reasonable and documented out-of-pocket expenses (including, without limitation, fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person did, does, or refrains from doing for the business or affairs of the Litigation Trust, except to the extent that the loss, cost, damage, expense or liability resulted primarily from the Indemnified Person’s

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recklessness, gross negligence, willful misconduct, or knowing violation of the law. To the extent reasonable, the Litigation Trust shall pay in advance or reimburse reasonable and documented out-of-pocket expenses (including advancing reasonable costs of defense) incurred by the Indemnified Person who is or is threatened to be named or made a defendant or a respondent in a proceeding concerning the business and affairs of the Litigation Trust.

(b) Any Indemnified Person may waive the benefits of indemnification under this Section 7.1, but only by an instrument in writing executed by such Indemnified Person.

(c) The rights to indemnification under this Section 7.1 are not exclusive of other rights which any Indemnified Person may otherwise have at law or in equity, including without limitation common law rights to indemnification or contribution. Nothing in this Section 7.1 will affect the rights or obligations of any Person (or the limitations on those rights or obligations) under this Litigation Trust Agreement, or any other agreement or instrument to which that Person is a party.

ARTICLE 8

NET LITIGATION TRUST RECOVERY

8.1 No Effect on Mutuality.

Notwithstanding anything contained in this Litigation Trust Agreement to the contrary, nothing herein shall affect the mutuality of obligations, if any, of any holder of any claim under section 553 of the Bankruptcy Code.

8.2 Bankruptcy Code Section 502(h).

Notwithstanding anything contained in this Litigation Trust Agreement to the contrary, in the event that a compromise and settlement of a Litigation Trust Cause of Action or a final order with respect to a Litigation Trust Cause of Action provides for the allowance of a claim pursuant to section 502(h) of the Bankruptcy Code against one or more of the Debtors the distributions to be made on account of such claim pursuant to the Plan shall be funded by the Litigation Trust, in the amount(s), from time to time, that all similarly situated holders of claims are entitled to receive under the Plan.

8.3 Net Litigation Trust Recovery.

Notwithstanding anything contained in this Litigation Trust Agreement to the contrary, in the event that a defendant in a litigation brought by the Litigation Trustee for and on behalf of the Litigation Trust (i) is required by a final order to make payment to the Litigation Trust (the "**Judgment Amount**") and (ii) is permitted by a final order to assert a right of setoff under sections 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code or applicable non-bankruptcy law against the Judgment Amount (a "**Valid Setoff**"), (y) such defendant shall be obligated to pay only the excess, if any, of the Judgment Amount over the Valid Setoff and (z) none of the Litigation Trust or the holders of the Litigation Trust Interests shall be entitled to assert a claim against the Debtors with respect to the Valid Setoff.

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ARTICLE 9

REPORTS TO LITIGATION TRUST BENEFICIARIES

9.1 Reports.

(a) The Litigation Trustee shall cause to be prepared, as applicable, either at such times as may be required by the Exchange Act, if applicable, or, not less than semi-annually, financial statements of the Litigation Trust (the “**Litigation Trust Reports**”), to be delivered to the Litigation Trust Beneficiaries together with annual income tax reporting of the Litigation Trust. The Litigation Trust Reports shall include, among other things, descriptions in reasonable detail of all Net Avoidance Actions Proceeds collected during the relevant quarter and all fees and expenses expended in connection therewith. To the extent required by law, the financial statements prepared as of the end of the fiscal year shall be audited by nationally recognized independent accountants in accordance with U.S. generally accepted accounting principles. The materiality and scope of audit determinations shall be established between the Litigation Trustee and the appointed auditors with a view toward safeguarding the value of the assets of the Litigation Trust, but nothing relating to the mutually agreed scope of work shall result in any limitation of audit scope that would cause the auditors to qualify their opinion as to scope of work with respect to such financial statements.

(b) Within ten (10) Business Days after the end of the relevant report preparation period the Litigation Trustee shall cause any information reported pursuant to Section 9.1(a) hereof to be mailed to such Litigation Trust Beneficiaries and to be filed with the Bankruptcy Court.

(c) Any report (other than any report of confidential tax information) required to be distributed by the Litigation Trustee under Section 9.1(a) hereof shall also be distributed to the Persons listed in Section 12.6 hereof within ten (10) Business Days of its distribution to the Litigation Trust Beneficiaries under Section 9.1 hereof. The Litigation Trustee may post any report required to be provided under this Section 9 on a web site maintained by the Litigation Trustee in lieu of actual notice to the Litigation Trust Beneficiaries (unless otherwise required by law) subject to providing notice to the Persons listed in Section 12.6 herein.

ARTICLE 10

TERM; TERMINATION OF LITIGATION TRUST

10.1 Term; Termination of Litigation Trust.

(a) The Litigation Trustee and the Litigation Trust may be discharged or dissolved, as the case may be, at such time as (i) all of the Litigation Trust Assets have been distributed pursuant to the Litigation Trust Agreement and the Plan, (ii) the Litigation Trustee determines, in its sole discretion, that the administration of any remaining Litigation Trust assets is not likely to yield sufficient additional Litigation Trust Asset Recoveries to justify further pursuit, or (iii) all distributions required to be made by the Litigation Trustee under this Litigation Trust Agreement have been made. The Litigation Trust shall have an initial term of

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five (5) years. The Bankruptcy Court, upon motion by the Litigation Trustee, on notice with an opportunity for hearing, within six (6) months before the expiration of the original term or any extended term, may extend, for a fixed period, the term of the Litigation Trust if it is necessary to facilitate or complete the liquidation of the assets of the Litigation Trust, and not unduly extend the term of the Litigation Trust; *provided, that*, the Litigation Trustee receive a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the Litigation Trustee and the Litigation Trust Oversight Board that any extension would not adversely affect the status of the Litigation Trust as a “liquidating trust” for United States federal income tax purposes. The Bankruptcy Court may approve multiple extensions of the term of the Litigation Trust.

(b) The Litigation Trust may be terminated earlier than its scheduled termination if (i) the Bankruptcy Court has entered a final order closing all of or the last of the Chapter 11 Cases pursuant to section 350(a) of the Bankruptcy Code; and (ii) the Litigation Trustee has administered all assets of the Litigation Trust and performed all other duties required by this Litigation Trust Agreement.

(c) If at any time the Litigation Trustee determines, in reliance upon such professionals as the Litigation Trustee may retain, that the expense of administering the Litigation Trust so as to make a final distribution to the Litigation Trust Beneficiaries is likely to exceed the value of the assets remaining in the Litigation Trust, the Litigation Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve the Litigation Trust, (ii) donate any balance to a charitable organization (A) described in Section 501(c)(3) of the IRC, (B) exempt from U.S. federal income tax under Section 501(a) of the IRC, (C) that is not a “private foundation”, as defined in Section 509(a) of the IRC, and (D) that is unrelated to the Debtors, the Reorganized Debtors, the Litigation Trust, and any insider of the Litigation Trustee, and (iii) dissolve the Litigation Trust. Upon receipt of such authority from the Bankruptcy Court, the Litigation Trustee shall (X) notify each Litigation Trust Beneficiary and (Y) file a Certificate of Cancellation with the Secretary of State of the State of Delaware.

10.2 Continuance of Trust for Winding Up.

After the termination of the Litigation Trust and for the purpose of litigation and winding up the affairs of the Litigation Trust, the Litigation Trustee shall continue to act as such until its duties have been fully performed. Prior to the final distribution of all of the remaining assets of the Litigation Trust, the Litigation Trustee shall be entitled to reserve from such assets any and all amounts required to provide for its own costs and expenses, in accordance with Section 3.13 herein, until such time as the winding up of the Litigation Trust is completed. Upon termination of the Litigation Trust, the Litigation Trustee shall retain for a period of three years the books, records, Litigation Trust Beneficiary lists, the Trust Register, and certificates and other documents and files that have been delivered to or created by the Litigation Trustee. At the Litigation Trustee’s discretion, all of such records and documents may, but need not, be destroyed at any time after three years from the completion and winding up of the affairs of the Litigation Trust. Except as otherwise specifically provided herein, upon the termination of the Litigation Trust, the Litigation Trustee shall have no further duties or obligations hereunder.

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ARTICLE 11

AMENDMENT AND WAIVER

11.1 Amendment and Waiver.

(a) The Litigation Trustee may amend, supplement or waive any provision of, this Litigation Trust Agreement, without notice to or the consent of any Litigation Trust Beneficiary or the approval of the Bankruptcy Court: (i) to cure any ambiguity, omission, defect or inconsistency in this Litigation Trust Agreement provided that such amendments, supplements or waivers shall not contravene or otherwise be inconsistent with the terms of the Final DIP Order, the Committee Settlement, the D&O Settlement Agreement, the D&O Settlement Approval Order, the Plan (including the Global Settlement Term Sheet), and the Confirmation Order, adversely affect the distributions to be made or other rights under this Litigation Trust Agreement to any of the Litigation Trust Beneficiaries, the Second Lien Notes Indenture Trustee, or the Convertible Senior Notes Indenture Trustee, or adversely affect the U.S. federal income tax status of the Litigation Trust as a “liquidating trust”; (ii) to comply with any requirements in connection with the U.S. federal income tax status of the Litigation Trust as a “litigation trust”; (iii) to comply with any requirements in connection with maintaining that the Litigation Trust is not subject to registration or reporting requirements of the Exchange Act or the Investment Company Act; (iv) to make the Litigation Trust a reporting entity and, in such event, to comply with any requirements of the Exchange Act or the Investment Company Act; and (v) to evidence and provide for the acceptance of appointment hereunder by a successor trustee in accordance with the terms of this Litigation Trust Agreement.

(b) Subject to Section 11.1(c) below, any substantive provision of this Litigation Trust Agreement may be amended or waived by the Litigation Trustee, subject to the prior approval of a majority of both the Litigation Trust Oversight Board and the holders of Class A Litigation Trust Interests held by “United States persons” within the meaning of Section 7701(a)(30) of the IRC, with the approval of the Bankruptcy Court upon notice and an opportunity for a hearing; *provided, however*, that no change may be made to this Litigation Trust Agreement that contravenes or is otherwise inconsistent with the terms of the Committee Settlement, the D&O Settlement Agreement, the D&O Settlement Approval Order, the Plan (including the Global Settlement Term Sheet), and the Confirmation Order, would adversely affect the distributions to be made under this Litigation Trust Agreement to any of the Litigation Trust Beneficiaries, the Second Lien Notes Indenture Trustee, or the Convertible Senior Notes Indenture Trustee, or adversely affect the U.S. federal income tax status of the Litigation Trust as a “liquidating trust.” Notwithstanding this Section 11.1, any amendments to this Litigation Trust Agreement shall not be inconsistent with the purpose and intention of the Litigation Trust to liquidate in an expeditious but orderly manner the Litigation Trust Assets in accordance with Treasury Regulation Section 301.7701-4(d).

(c) The Litigation Trust Agreement may not be amended to change the distribution of Net Avoidance Action Proceeds and Additional Net Avoidance Action Proceeds as described in the Litigation Trust Interests Overview without the consent of 75% of the holders (in amount of Class B Litigation Trust Interests held, not number of holders) of the Class B Litigation Trust Interests that are “United States persons” within the meaning of Section

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7701(a)(30) of the IRC and the requisite consent of the Litigation Trust Oversight Board and the holders of the Class A Litigation Trust Interests in accordance with Section 11.1(b).

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Intention of Parties to Establish a Liquidating Trust.

This Litigation Trust Agreement is intended to create a “liquidating trust” for U.S. federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Litigation Trust Agreement may be amended in accordance with Section 11.1 hereof to comply with such U.S. federal income tax laws, which amendments may apply retroactively.

12.2 Reimbursement of Trust Litigation Costs.

If the Litigation Trustee or the Litigation Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Litigation Trust Agreement or the enforcement thereof, the Litigation Trustee or the Litigation Trust, as the case may be, shall be entitled to collect any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys’ fees, from the non-prevailing party incurred in connection with such dispute or enforcement action. To the extent that the Litigation Trust has advanced such amounts, the Litigation Trust may recover such amounts from the non-prevailing party.

12.3 Laws as to Construction.

This Litigation Trust Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to whether any conflicts of law would require the application of the law of another jurisdiction.

12.4 Jurisdiction.

Without limiting any Person or entity’s right to appeal any order of the Bankruptcy Court or to seek withdrawal of the reference with regard to any matter, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Litigation Trust Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Litigation Trust Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all actions related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties, including the Litigation Trust Beneficiaries and holders of General Unsecured Claims and Second Lien Claims, hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court.

12.5 Severability.

If any provision of this Litigation Trust Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be

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invalid, or unenforceable to any extent, the remainder of this Litigation Trust Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Litigation Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

12.6 Notices.

All notices, requests or other communications to the parties hereto shall be in writing and shall be sufficiently given only if (i) delivered in person; (ii) sent by electronic mail or facsimile communication (as evidenced by a confirmed fax transmission report); (iii) sent by registered or certified mail, return receipt requested; or (iv) sent by commercial delivery service or courier. Until a change of address is communicated, as provided below, all notices, requests and other communications shall be sent to the parties at the following addresses or facsimile numbers:

If to the Litigation Trustee to:

Drivetrain, LLC
630 Third Ave., 21st Floor
New York, NY 10017
Attn: Alan J. Carr
Tim Daileader
Email: acarr@drivetrainadvisors.com; tdaileader@drivetrainadvisors.com

With a copy to:

[Weil, Gotshal & Manges LLP](#)
[767 Fifth Avenue](#)
[New York, NY 10065](#)
[Attn: Matthew S. Barr, Esq.](#)
[Jill Frizzley, Esq.](#)
[Email: Matthew.Barr@weil.com; jill.frizzley@weil.com](mailto:Matthew.Barr@weil.com)

If to the Debtors to:

c/o SunEdison, Inc.
Two City Place Drive, 2nd Floor
St. Louis, MO 63141
Attn: General Counsel

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP

~~Weil Draft 7/6/17~~

Four Times Square
New York, New York 10036-6522
Attn: J. Eric Ivester, Esq.
James J. Mazza, Jr., Esq.
Louis S. Chiappetta, Esq.
Email: eric.ivester@skadden.com; james.mazza@skadden.com;
louis.chiappetta@skadden.com

If to the Holder of Class B Interests to:

[]

With a copy to:

Akin, Gump, Strauss, Hauer, & Feld LLP
One Bryant Park
Bank of America Tower
New York, New York 10036
Attn: Arik Preis
Yochun Katie Lee
Email: apreis@akingump.com; kylee@akingump.com

If to the Convertible Senior Notes Indenture Trustee, to:

BOKF, N.A.
1600 Broadway, 3rd Floor
Denver, CO 80202
Attn: George F. Kubin
Email: gkubin@bokf.com

With a copy to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: J. Christopher Shore, Harrison L. Denman, and Michele J. Meises
Email: cshore@whitecase.com; Harrison.denman@whitecase.com;
michele.meises@whitecase.com

and:

Foley & Lardner LLP
321 North Clark Street, Suite 2800
Chicago, IL 60654-5313
Attn: Harold L. Kaplan; Mark F. Hebbeln and Lars A. Peterson
Email: hkaplan@foley.com; mhebbeln@foley.com; lapeterson@foley.com

~~Weil Draft 7/6/17~~

If to the Creditors' Committee, to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10065
Attn: Matthew S. Barr, Esq.
Jill Frizzley, Esq.
Email: Matthew.Barr@weil.com; jill.frizzley@weil.com

All notices shall be effective and shall be deemed delivered: (i) if by personal delivery, delivery service or courier, on the date of delivery; (ii) if by electronic mail on the date of receipt; and (iii) if by mail, on the date of receipt. Any party from time to time may change its address, electronic mail address, or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

12.7 Fiscal Year.

The fiscal year of the Litigation Trust will begin on the first day of January and end on the last day of December of each year.

12.8 Headings.

The section headings contained in this Litigation Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Litigation Trust Agreement or of any term or provision hereof.

12.9 Counterparts.

This Litigation Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all together shall constitute one agreement.

12.10. Confidentiality.

The Litigation Trustee and each successor trustee and any member of the Litigation Trust Oversight Board (each a "**Covered Person**") shall, during the period that they serve in such capacity under this Litigation Trust Agreement and following either the termination of this Litigation Trust Agreement or such individual's removal, incapacity, or registration hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the assets of the Litigation Trust relates or of which it has become aware in its capacity (the "**Information**"), except to the extent disclosure is required by applicable law, order, regulation or legal process. In the event that any Covered Person is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar legal process) to disclose any Information, such Covered Person will furnish only that portion of the Information,

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which the Covered Person, advised by counsel, is legally required to and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

12.11 Entire Agreement.

This Litigation Trust Agreement (including the Recitals), the Final DIP Order, the Committee Settlement, the Confirmation Order, and the Plan (including the Global Settlement Term Sheet) constitute the entire agreement by and among the parties hereto with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This Litigation Trust Agreement, the Final DIP Order, and the Plan (including the Global Settlement Term Sheet) supersede all prior and contemporaneous agreements, understandings, negotiations, discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, in the Final DIP Order, the D&O Settlement Approval Order, the Confirmation Order, or in the Plan (including the Global Settlement Term Sheet), nothing in this Litigation Trust Agreement is intended or shall be construed to confer upon or to give any person other than the parties thereto and their respective heirs, administrators, executors, successors, or assigns any right to remedies under or by reason of this Litigation Trust Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Litigation Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

DEBTORS:

By:
Title:

CREDITORS' COMMITTEE:

By:
Title:

LITIGATION TRUSTEE:

By:
Title:

Exhibit A

Litigation Trust Causes of Action

Litigation Trust Causes of Action shall mean “GUC/Litigation Trust Causes of Action” as defined in the Plan, including Exhibit 7.6 thereto.

Exhibit B

Litigation Trust Interests Overview

Class A Litigation Trust Interests

The holders of Class A Litigation Trust Interests shall be entitled to:

- (a) Litigation Trust Initial Cash Assets;
- (b) All proceeds of Litigation Trust Assets other than Net Avoidance Action Proceeds;
- (c) The initial \$63.0 million of Net Avoidance Action Proceeds recovered by the Litigation Trustee; and
- (d) Fifty-two percent (52%) of any Net Avoidance Actions Proceeds recovered that exceed \$63.0 million in the aggregate (the “**Additional Net Avoidance Action Proceeds**”).

Class B Litigation Trust Interests

Holders of Class B Litigation Trust Interests in the Litigation Trust shall only be entitled to the following:

Economic Rights:

- (a) Forty-eight percent (48%) of the Additional Net Avoidance Action Proceeds.

Governance Rights:

- (b) Delivery of the Litigation Trust Reports and reasonable periodic access to the Litigation Trustee solely through Akin, Gump, Strauss, Hauer, & Feld LLP, counsel to the holders of the Class B Litigation Trust Interests;
- (c) following the filing of any Contingency Fee Advisor Retention Notice, at the request of any of the holders of Class B Litigation Trust Interests (or their advisor at the instruction of a holder) the Litigation Trustee will provide additional information regarding the proposed contingency fee engagement (including the actual engagement letter on a confidential basis, if so requested). Holders of Class B Litigation Trust Interests (or their advisors at the instruction of a holder) shall have ten (10) Business Days from the date of the filing of the Contingency Fee Advisor Retention Notice to file with the Bankruptcy Court a pleading seeking to prohibit such retention on the grounds that such retention is not consistent with the purpose of the Global Settlement Term Sheet because the engagement does not provide a sufficient incentive for such contingency fee advisor to procure Additional Net Avoidance Action Proceeds, and the Litigation Trust, Litigation Trustee, Litigation Trust Oversight Board, or the Committee may oppose such pleading (but solely with respect to such issue), and the Bankruptcy Court shall retain jurisdiction to settle such dispute;
- (d) enforcement rights with regard to any and all of the above rights (and clause (e) below) (as well as the fiduciary duties owed to all holders of Litigation Trust Interests by the Litigation Trustee and the Litigation Trust Oversight Board as set forth below); and
- (e) reasonable consent rights with regard to any modifications,

amendments, or supplements of the Litigation Trust Agreement that affect the terms of the “Economic Rights” or “Governance Rights” sections above.

Holders of Class B Litigation Trust Interests shall have a “silent” interest in the Litigation Trust solely to the extent of the Additional Net Avoidance Action Proceeds and the other rights set forth in the “Economic Rights” or the “Governance Rights” sections above (*i.e.*, they shall not, among other things, appoint the Litigation Trustee or the Litigation Trust Oversight Board).

Exhibit C

Litigation Trust Interest Transfer Form

FORM OF TRANSFER NOTICE (Litigation Trust Interests)⁴

Class A Litigation Trust Interests

Class B Litigation Trust Interests

To: [Drivetrain, LLC or other named registrar], in its capacity as Registrar (the "**Registrar**")
Cc: Drivetrain, LLC, as Original Trustee (the "**Trustee**") for the SunEdison Litigation Trust
(the "**Litigation Trust**")
Transferor: [insert legal name of the proposed transferor] (the "**Transferor**")
Transferee: [insert legal name of the proposed transferee] (the "**Transferee**")
Date: [insert date, must be identical on counterpart Transfer Notices]

1. The undersigned Transferor and Transferee hereby confirm to the Registrar that the Transferor has agreed to transfer to the Transferee the following Litigation Trust Interests of the Litigation Trust:
- (a) [Class A] Litigation Trust Interests in aggregate number and face value of [# and \$xx. xx] and all rights in respect thereof; and
- (b) [Class B] Litigation Trust Interests in aggregate number and face value of [# and \$xx. xx] and all rights in respect thereof; and
2. The Transferor and the Transferee request the Trustee and the Registrar to effect the transfer of the [Class A or Class B] Litigation Trust Interests, the subject of this Transfer Notice, in accordance with the Litigation Trust Agreement.
3. The Litigation Trust Interests have not been and will not be registered under the federal laws of the United States, under the securities laws of any State of the United States of America or any other jurisdiction. The Litigation Trust Interests are not "restricted securities" within the meaning of Rule 144(a)(3) made under the Securities Act of 1933, as amended (the "**Securities Act**") and may be immediately resold following issuance, without restriction under the Securities Act, by holders of Litigation Trust Interests who are not "affiliates" (as defined under the Securities Act) of the Reorganized Debtors or the Litigation Trust and have not been "affiliates" (as so defined) of the Reorganized Debtors or the Litigation Trust within the period of ninety (90) calendar days ending on the date of issuance of the Litigation Trust Interest under the Plan of Reorganization and Litigation Trust Agreement.
4. The Transferor [is/is not] an "affiliate" (as defined in the U.S. Securities Act of 1933) of the Reorganized Debtors.
5. The Transferee:- (a) [is/is not] an existing holder of Class A Litigation Trust Interests; and
- (b) [is/is not] an existing holder of Class B Litigation Trust Interests.
- 6. All payments in respect of the Litigation Trust Interests transferred to the Transferee are to be made (unless otherwise instructed by the Transferee) to the following account, which shall (until

further notice) be the registered account of the Transferee for the purposes of the Litigation Trust Agreement:

Name of bank :
Address of bank :
For the account of :
EUR account number:
IBAN :
SWIFT code :

7. The registered address, e-mail address and contact information of the Transferee for the purposes of the register of interest holders (the “**Register**”) of the Trust is stated below:

[insert Transferee's address, e-mail address and contact information. If the Transferee is already a holder of Litigation Trust Interests, the information provided to the Registrar (both in terms of payments and contact information) must be identical to the information already noted in the Register, or the Transferee may replace this paragraph 7 with a confirmation that the payment and contact details already noted on the Register shall apply to the transferred Litigation Trust Interests.]
8. The Transferee acknowledges that a transfer of title to the Litigation Trust Interests is determined solely by the entry of the transfer into the Register and that entries on the Register are conclusive evidence of title to the Litigation Trust Interests and of the date of transfer of title to Litigation Trust Interests, absent manifest error.
9. None of the Trustee or the Registrar is required, or shall have any obligation, to accept any application for a transfer of Litigation Trust Interests, or to make any payment under or in respect of the Litigation Trust Interest to a purported Transferee, in any circumstance where any applicable requirement specified in the Litigation Trust Agreement has not been satisfied. Without limitation to the foregoing, the Trustee may refuse to register any transfer of Litigation Trust Interest unless it has received (directly or via the Registrar) a valid Transfer Notice.
10. The Trustee, with the consultation of or at the direction of the Litigation Trust Oversight Board may restrict the effect of any transfer of Litigation Trust Interests if, in its own discretion, such transfer may subject the Trust to reporting or registration requirements under the Securities Exchange Act of 1934, or if such effect of transfer may alter or effect Article 5 of the Litigation Trust Agreement.
11. This Transfer Notice may be executed by the Transferor and the Transferee in counterparts, each of which shall constitute an original and both of which taken together shall constitute one and the same Transfer Notice.
12. Terms defined in the Litigation Trust Agreement shall have the same meaning in this Transfer Notice.

[insert name of Transferor]

By: [insert name of signatory] [Authorised Signatory]
[insert title, for persons signing on behalf of corporate entities]

[insert name of Transferee]

By: [insert name of signatory] [Authorised Signatory]
[insert title, for persons signing on behalf of corporate entities]

Acknowledged By:

Effective Date:
Drivetrain, LLC, as Trustee to the SunEdison Litigation Trust

Name:

Title:

Enclosures: KYC Information for the Transferee

Exhibit D

Trustee Compensation Schedule

Compensation Terms

The Original Trustee (“Drivetrain”) shall be entitled to the following compensation:

- Fees. As consideration for the services to be provided following the Effective Date, the Litigation Trust shall pay Drivetrain in accordance with a fixed monthly fee arrangement (the “Monthly Fees”) based on the amounts set forth in the chart below. The Monthly Fees shall be payable in advance each month on the first day of each month until the termination of Drivetrain’s appointment pursuant to the Litigation Trust Agreement,⁵ the Plan, and the Confirmation Order; provided, that the Monthly Fee payable for the first and last month of Drivetrain’s engagement shall be prorated for the actual number of days Drivetrain is engaged during each such month. The Monthly Fees shall be fully earned as of the first day of such month.

<u>YEAR (post Effective Date)</u>	<u>MONTHLY RATES</u>
<u>1st</u>	<u>\$ 19,500</u>
<u>2nd</u>	<u>\$ 15,000</u>
<u>3rd</u>	<u>To be determined by agreement between Drivetrain and the Litigation Trust Oversight Board</u>

- Expense Reimbursement. In addition to any Monthly Fees and the Additional Compensation (as defined below) payable to Drivetrain, the Litigation Trust shall promptly reimburse Drivetrain, following delivery to the Litigation Trust of a reasonably detailed written invoice, for all reasonable, documented out-of-pocket expenses (including reasonable expenses of counsel and other professionals), travel and lodging, data processing and communications charges, courier services and other expenditures incurred in connection with, or arising out of Drivetrain’s services provided as Original Trustee under the Litigation Trust Agreement (“Expense Reimbursement”).

⁵ Unless otherwise defined, capitalized terms shall have the meaning ascribed to such terms in the First Amended Joint Plan of Reorganization of SunEdison Inc. and its Debtor Affiliates [ECF No. 3314 - Exhibit A to the Disclosure Statement], or, if not defined therein, the Litigation Trust Agreement, dated as of [____], 2017.

- Additional Compensation. In addition to Monthly Fees and the Expense Reimbursement, the Litigation Trust shall pay Drivetrain the following (the “Additional Compensation”):
 - As used herein, “Net Litigation Trust Proceeds” means, on any date of determination, the aggregate amount of Litigation Trust Proceeds actually received by the Litigation Trust, less the aggregate amount of all costs and expenses, as set forth in the Litigation Trust’s books and records, actually incurred (whether or not paid) by the Litigation Trust in connection with investigating, prosecuting, settling, liquidating, or disposing of the Litigation Trust Causes of Action.
 - At such time as Net Litigation Trust Proceeds equal or exceed \$50,000,000, an amount in Cash equal to 1.25% of such Net Litigation Proceeds up to \$75,000,000; plus
 - An amount in Cash equal to 1.35% of the Net Litigation Trust Proceeds, as determined on such Distribution Date, that equal or exceed \$75,000,000 but are less than \$100,000,000; plus
 - An amount in Cash equal to 1.45% of the Net Litigation Trust Proceeds, as determined on such Distribution Date, that equal or exceed \$100,000,000 but are less than \$125,000,000; plus
 - An amount in Cash equal to 1.55% of the Net Litigation Trust Proceeds, as determined on such Distribution Date, that equal or exceed \$125,000,000.
 - For the avoidance of doubt, the Additional Compensation is earned only if more than \$50 million in Net Litigation proceeds are distributed to the Litigation Trust’s beneficiaries.

The Additional Compensation, if earned, shall be paid to Drivetrain contemporaneously with the discharge of Drivetrain and termination of the Litigation Trust. In the event Drivetrain is removed as Litigation Trustee by the Litigation Trust Oversight Board pursuant to Section 3.5 of the Litigation Trust Agreement for any reason (other as a result of its gross negligence, fraud or willful misconduct), Drivetrain shall continue to be entitled to be paid Additional Compensation on further distributions based upon the schedule above when such distributions are made.

- General Terms.
 - It is expected that Alan Carr and Tim Daileader will have primary responsibility on this matter.
 - No amounts payable hereunder shall be subject to reduction, setoff, disgorgement or reimbursement, other than pursuant to a Final Order or with the prior written consent of Drivetrain.
 - No fee or amount paid or payable to any other Entity by the Litigation Trust or by any other Entity shall reduce or otherwise affect the Monthly Fees, Additional Compensation, or Expense Reimbursement paid or payable to Drivetrain, except

to the extent used in calculating Net Litigation Trust Proceeds.

- o All amounts paid to Drivetrain shall be in cash, in United States currency, and on or by the dates set forth herein.
- o All other terms of Drivetrain's engagement are set forth in the Litigation Trust Agreement, the Plan, and the Confirmation Order.

EXHIBIT 7.6

**GUC/Litigation Trust Causes of Action
(Redline)**

EXHIBIT 7.6

SCHEDULE OF GUC/LITIGATION TRUST CAUSES OF ACTION¹

Article 7.5 of the Plan provides that, on the Effective Date, or on such other date as is set forth in the GUC/Litigation Trust Agreement, pursuant to section 1123(b)(3) of the Bankruptcy Code, the GUC/Litigation Trust Assets shall be transferred by the Debtors (and deemed transferred) to the GUC/Litigation Trust free and clear of all Claims, Liens, charges, encumbrances, rights, and interests, without the need for any Entity to take any further action or obtain any approval and the GUC/Litigation Trust shall be authorized as the representative of the Estates to pursue GUC/Litigation Trust Causes of Action.

“GUC/Litigation Trust Causes of Action” means all Causes of Action of the Debtors’ Estates as of the Effective Date, including all Estate Avoidance Actions (other than Avoidance Actions against the Yieldcos and Avoidance Actions against the Prepetition First Lien Secured Parties and the Second Lien Creditors), to the extent such Causes of Action are not released, or settled with the consent of the Creditors’ Committee, pursuant to Article 11.5 of the Plan or released or settled pursuant to an Order of the Bankruptcy Court or the Committee/BOKF Plan Settlement Term Sheet.

Article 7.6(b) of the Plan provides that the GUC/Litigation Trust, with the consent of the Reorganized Debtors to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors’ collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP, shall determine whether to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing), and shall not be required to seek further approval of the Bankruptcy Court for such action. The GUC/Litigation Trust or any successors may pursue such litigation claims in accordance with the best interests of the GUC/Litigation Trust or any successor holding such rights of action. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any GUC/Litigation Trust Cause of Action against them as any indication that the GUC/Litigation Trust will not pursue any and all available GUC/Litigation Trust Causes of Action against them. The GUC/Litigation Trust expressly reserves all rights to prosecute any and all GUC/Litigation Trust Causes of Action against any Entity, except as otherwise provided in the Plan.** Unless any GUC/Litigation Trust Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of the Bankruptcy Court, the GUC/Litigation Trust expressly reserves all GUC/Litigation Trust Causes of Action for later adjudication. For the avoidance of doubt, any Causes of Action pursuant to which the Reorganized Debtors seek to recover proceeds from Earnout Assets, Residual Assets, or Repatriated Cash shall be preserved and retained, and shall remain with the Reorganized Debtors and shall not be transferred to the GUC/Litigation Trust.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Amended Joint Plan of Reorganization of SunEdison, Inc. and its Debtor Affiliates, filed on June 12, 2017 [Docket No. 3314].

Notwithstanding, and without limiting the generality of, Articles 7.5 and 7.6 of the Plan, the following Exhibit 7.6-1 through Exhibit 7.6-10 include specific types of Causes of Actions expressly preserved by the Debtors and the Reorganized Debtors and transferred to the GUC/Litigation Trust, including: (i) claims related to accounts receivable and accounts payable; (ii) claims related to deposits, adequate assurance postings, and other collateral postings; (iii) claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation; (iv) claims related to contracts and leases, including for setoff; (v) claims related to vendor and/or customer obligations; (vi) claims related to tax credits and refunds; (vii) claims related to intellectual property; (viii) claims related to environmental matters; (ix) claims related to current or former employee matters, and (x) claims related to potential avoidance of prepetition transfers under sections 362, 502, 510, 542, 543, 547, 548, and 550 of the Bankruptcy Code. Each such exhibit is subject to the terms of the Plan and the information provided in this Exhibit 7.6.

In addition, the Debtors expressly retain and transfer to the GUC/Litigation Trust all Claims and Causes of Action (other than Avoidance Actions against the Yieldcos and Avoidance Actions against the Prepetition First Lien Secured Parties and the Second Lien Creditors) against any Entity listed in each of the creditor matrices for each Debtor (the "Creditor Matrix"), regardless of whether such Entity is listed in the following Exhibit 7.6-1 through Exhibit 7.6-10, to the extent such Entities owe or may in the future owe money to the Debtors or the Reorganized Debtors, except to the extent Claims and Causes of Action against an Entity listed in the Creditor Matrix have been settled or released through the Plan or an order of the Bankruptcy Court.

Exhibit 7.6-1

Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, including but not limited to any claims for contribution, setoff, recoupment, or indemnification, provided, however, the Debtors expressly reserve all Causes of Action to the extent that they may be asserted as recoupment, setoff, counterclaims or otherwise against any Entities who assert that the Debtors or Reorganized Debtors owe money to them, including but not limited to any related defenses and cross claims.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-2

Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit or collateral.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-3

**Claims, Defenses, Cross-Claims, and
Counter-Claims Related to Litigation and Possible Litigation**

The following Exhibit 7.6-3 includes Entities, affiliates, subsidiaries and successors and assigns, that are party to or that the Debtors believe may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all claims, defenses, cross claims, setoffs and counterclaims against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regardless of whether such Entity is included on the schedule accompanying this Exhibit 7.6-3, which schedule includes such actions to which the Debtors may be party as a plaintiff or defendant. For the avoidance of doubt, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all claims, defenses, cross claims, setoffs and counterclaims against or related to all Entities arising from prepetition merger and acquisition activities, regardless of whether such Entity is included on the schedule accompanying this Exhibit 7.6-3.

For the avoidance of doubt, no Entity may rely on its omission from Exhibit 7.6-3 as any indication that the GUC/Litigation Trust will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve and transfer to the GUC/Litigation Trust all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

For the avoidance of doubt, to the extent any provision in the Plan (including this Plan Supplement) is inconsistent with the terms of the D&O Settlement Agreement or the D&O Settlement Approval Order, the D&O Settlement Agreement or the D&O Settlement Approval Order, as applicable, shall control.

For the avoidance of doubt, to the extent any provision in the Plan (including this Plan Supplement) is inconsistent with the terms of the YieldCo Settlement Agreements or the order of the Bankruptcy Court approving the YieldCo Settlement Agreements [Docket No. 3292] (the "YieldCo Settlement Approval Order"), the YieldCo Settlement Agreements or the YieldCo Settlement Approval Order, as applicable, shall control.

SUNEDISON, INC., ET AL – LIST OF CLAIMS

NAME	JURISDICTION	OTHER PARTY	CONTACT INFORMATION OF PRIMARY COUNSEL	CONTACT INFORMATION OF OTHER COUNSEL
ADLER	INDIA			
AEROTEK	EASTERN DISTRICT OF MISSOURI	AEROTEK, INC.	SHOOK, HARDY & BACON LLP MICHAEL B. BARNETT MARK MOEDRITZER RICHARD F. SHEARER KANSAS CITY, MO 64108-2613	
AGRAWAL V. TERRAFORM GLOBAL	ND CALIFORNIA	ABHISHEK AGRAWAL		
AIG V. SPG	COLORADO	AIG PROPERTY CASUALTY CO., AS SUBROGEE OF JOHN PAUL DEJORIA	DWORKIN, CHAMBERS & WILLIAMS, YORK, BENSON & EVANS, P.C. GERI O'BRIEN WILLIAMS LACY A. SCOTT 3900 E. MEXICO AVENUE SUITE 1300 DENVER, CO 80210	
AIREKO CONSTRUCTION LLC	PUERTO RICO LOCAL COURT	AIREKO CONSTRUCTION LLC	ATTN: FERNANDO E. AGRAIT 701 AVENIDA PONCE DE LEON EDIFICIO CENTROS DE SEGUROS, OFICINA 414 SAN JUAN PR 00907	
APPALOOSA DERIVATIVE LITIGATION	DELAWARE CHANCERY	TERRAFORM POWER APPALOOSA INVESTMENT LIMITED PARTNERSHIP I	BALLARD SPAHR LLP DAVID J. MARGULES ELIZABETH A. SLOAN 919 NORTH MARKET STREET 11TH FLOOR WILMINGTON, DE 19801-3034	

ATLANTIC SPECIALTY INSURANCE CO.	ED MISSOURI	ATLANTIC SPECIALTY INSURANCE COMPANY	CLAYBORNE SABO & WAGNER LLP JOHN SABO 525 WEST MAIN STREET SUITE 105 BELLEVILLE, IL 62220
BLOOM V. SUNEDISON	ND CALIFORNIA	CHARLES BLOOM SHARON BURNSTEIN	SCOTT + SCOTT ATTORNEYS AT LAW LLP
BROUHA (SHEFFIELD)	VERMONT	PAUL BROUHA	DENISE ANDERSON, PLC 35 SOUTH MAIN STREET 2ND FLOOR HANOVER, NH 03755
BRYAN MARTINEZ	SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE	BRYAN MARTINEZ	STEVENS & MCMILLAN HEATHER MCMILLAN DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780
BUTLER V. SUNEDISON	AAA ARBITRATION	MARTHA BUTLER	ELLIE BOWDEN 418 VISTA COURT BENECIA, CA 94510
CARLSBAD AIRPORT SELF STORAGE LP, ET AL.	CALIFORNIA	CARLSBAD AIRPORT SELF STORAGE, COLTON CV, LP COLTON PLANO, LP COLTON VB, LP GSC DEL AMO, LTD GSC INDIO, LTD GSC IRVINE/MAIN, LLC GSC RANCHO I, LLC GSC VICTORVILLE LP ARCADIA, LP SAG OCEANSIDE, LP SAG PALM DESERT, LP SANDERSON J. RAY WOODBRIIDGE SELF STORAGE, LP	KASDAN SIMONDS WEBER & VAUGHAN LLP KENNETH S. KASDAN ROBERT R. BRINA 19900 MACARTHUR BLVD. SUITE 850 IRVINE, CA 92612-6510

COELHO LITIGATION	US DISTRICT COURT - MASS. CASE 1:15-CV-11927- RWZ	CARLOS A. COELHO D/B/A COELHO & SONS STONEWALLS	J. ALEXANDER WATT 3267 MAIN STREET PO BOX 881 BARNSTABLE, MA 02630	
CONSERFRUTTA SRL V. SUNENERGY & PARTNERS S.R.L - MEAG QTA INDEMNITY RESTINCO (ROSATO TERNA)	ITALY	CONSERFRUTTA SRL V. SUNENERGY & PARTNERS S.R.L		
CREAM HILL	US DISTRICT COURT CONNECTICUT	CREAM HILL CLEAN ENERGY, LLC	URY & MOSKOW, LLC NEAL I. MOSKOW 883 BLACK ROCK TURNPIKE FAIRFIELD, CT 06825	PAWA LAW GROUP, P.C. MATTHEW F. PAWA WESLEY KELMAN 1280 CENTRE STREET SUITE 230 NEWTON CENTRE, MA 02459
DAVID SAUNDERS	CANADA, ONTARIO	DAVID SAUNDERS	BARRISTER & SOLICITOR GRAHAM F. SIRMAN 275 ONTARIO STREET SUITE 102 KINGSTON, ONTARIO, K7K 2X5	
DAVIDE PALUMBO (EMPLOYMENT)	ITALY	DAVIDE PALUMBO		
DEL MONTE ELECTRIC, INC.	CALIFORNIA STATE COURT	DEL MONTE ELECTRIC, INC.	MCINERNEY & DILLON P.C. TIMOTHY L. MCINERNEY BRIAN M. JUNGINGER 1999 HARRISON STREET, SUITE 1700 OAKLAND, CA 94612	
DULL ET AL V. SUNEDISON, INC. INVESTMENT COMMITTEE	ED MISSOURI	JULIE DULL ERIC O'DAY		

DUPONT	DELAWARE	E.I. DU PONT DE NEMOURS AND COMPANY	DUPONT LEGAL IP CORPORATE COUNSEL CRP 721/2152 THOMAS A. STEVENS 974 CENTRE ROAD WILMINGTON, DE 19805-1269	ASHBY & GEDDES STEPHEN J. BALICK LAUREN E. MAGUIRE ANDREW C. MAYO 500 DELAWARE AVENUE PO BOX 1150 WILMINGTON, DE 19899 -AND- BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP ADAM K. MORTARA JOHN C. FITZPATRICK TULSI E. GAONKAR 54 WEST HUBBARD STREET SUITE 300 CHICAGO, IL 60654
EASTCOAST SITE WORKS, INC.	NEW JERSEY STATE COURT	EASTCOAST SITE WORK, INC.	K. JOHNSON & ASSOCIATES, LLC KRISTEN E. JOHNSON 150 CHAMBERS BRIDGE ROAD SUITE 203 BRICK NY 08723	
EASTERN MAINE ELECTRIC (EMEC)	MAINE	EASTERN MAINE ELECTRIC COOPERATIVE, INC.	PRETI, FLAHERTY, BELIVEAU & PACHIOS, LLP JOHN MCVEIGH ONE CITY CENTER, PO BOX 9546 PORTLAND, ME 04112-9546	
ECHOFIRST - FORTIS	CALIFORNIA STATE COURT (SF)	FORTIS ADVISORS LLC KHOSLA VENTURES II LP KHOSLA VENTURES III LP SIGMA ASSOCS. 8, L.P. SIGMA PARTNERS 8, L.P. SIGMA INVESTORS 8, L.P. ENERGY & ENVIRONMENT FIRST INVESTMENT L.P.	GOODWIN PROCTOR LLP MICHAEL T. JONES 135 COMMONWEALTH DRIVE MENLO PARK, CA 94025-1105	GOODWIN PROCTOR LLP HAYES P. HYDE THREE EMBARCADERO CENTER 24TH FLOOR SAN FRANCISCO, CA 94111-9991

ECKA	SOUTH CAROLINA FEDERAL	ECKA GRANULES OF AMERICA, LLC	SOWELL GRAY STEPP & LAFFITTE, LLC ROBERT E. STEPP BENJAMIN R. GOODING 1310 GADSDEN STREET COLUMBIA, SC 29201
EQUIS	SINGAPORE	EQUIS	1 GEORGE ST #14-04 ONE GEORGE STREET 049145 SINGAPORE
EVOLVE SOLAR	UTAH STATE COURT	EVOLVE SOLAR, INC.	MICHAEL BEST & FRIEDRICK, LLP EVAN S. STRASSBERG 6995 SOUTH UNION PARK CENTER SUITE 100 SALT LAKE CITY, UT 98047
FREEDOM GROUP OF COMPANIES V. SUNEDISON UK (WRONG ENTITY SUED)	UNITED KINGDOM	FREEDOM GROUP OF COMPANIES	7, PHOENIX SQUARE ,WYNCOLLS ROAD COLCHESTER CO4 9AS UNITED KINGDOM
FRENCH TCPA LAWSUIT	EASTERN DISTRICT OF CALIFORNIA	NORENE FRENCH	C/O BURSOR & FISHER, P.A., L TIMOTHY FISHER, ANNICK M. PERSINGER, YEREMEY O. KRIVOSHEY, 1990 NORTH CALIFORNIA BLVD., WALNUT CREEK, CA 94596
FRONTIER CAL. INC. V. SUNEDISON, INC.	CALIFORNIA STATE COURT	FRONTIER CALIFORNIA INC. (VERIZON CALIFORNIA)	DIAMOND & DRAGOJEVIC, LLP, 21860 BURBANK BLVD, STE 370, WOODLAND HILLS, CA 91367
GESTAMP	TEXAS STATE COURT	GESTAMP SOLARSTEEL U.S., INC.	JUSTIN KELLY, BURR & FORMAN LLP 3400 WELLS FARGO TOWER 420 NORTH 20TH ST. BIRMINGHAM, AL 35203

GOLDEN V. CHATILA (MD DERIVATIVE ACTION)	MONTGOMERY COUNTY, MARYLAND STATE COURT	JAMES GOLDEN SUNEDISON, INC. TERRAFORM GLOBAL, INC.	MURPHY, FALCON & MURPHY WILLIAM H. MURPHY III ONE SOUTH STREET 23RD FLOOR BALTIMORE, MD 21202	THE BROWN LAW FIRM, P.A. TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771
GREENE TWEED	IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS	GREENE TWEED & CO.	MCGUIRE WOODS LLP THOMAS M. FARRELL 600 TRAVIS STREET SUITE 7500 HOUSTON, TX 77002	
GULF COAST	TEXAS	GULF COAST KAPROC, INC. D/B/A ARMSTRONG/WEATHERLY & ASSOCIATES, INC.	GRAY REED & MCGRAW, P.C. JOE VIRENE 1300 POST OAK BLVD. SUITE 2000 HOUSTON, TX 77056	
HELIX ELECTRIC OF NEVADA / WISZCO, LLC	NEVADA STATE COURT	WISZCO LLC	RICHARD PEEL PEEL BRIMLEY 3333 E. SERENE AVE SUITE 200 HENDERSON, NV 89074	
HILLIKER	MASSACHUSETTS STATE COURT	VICTORIA HILLIKER	PHILIP J. PUGLISI BIGELOW & PUGLISI, P.C. 11 BEACON ST. SUITE 615 BOSTON, MA 02108	
HOROWITZ V. SUNEDISON ET AL. (CONSOLIDATED SUNE SECURITIES CLASS ACTION)	SDNY MDL	HOROWITZ ETC.	CAREY, DANIS & LOWE LLC JAMES ROSEMERGY 8235 FORSYTH STE. 1100 ST. LOUIS, MO 63105	GARDY AND NOTIS, LLP MARK GRADY TOWER 56 126 EAST 56TH STREET, 8TH FLOOR NEW YORK, NY 10024
HYDROENERGY COMPANY LTD V. NVT LICENSES LLC	UNITED KINGDOM	HYDROENERGY COMPANY LTD		

INDIVIDUAL SHAREHOLDER ACTIONS (CA) (COBALT PARTNERS, GLENVIEW CAPITAL, OMEGA CAPITAL INVESTORS, OKLAHOMA FF, KINGDON ASSOCIATES, VMT II,	SDNY		ROBBINS GELLER DARREN J. ROBBINS JAMES JACONETTE JENNIFER NUNEZ CARINGAL SCOTT H. SAHAM SUSAN G. TAYLOR 655 W BROADWAY STE. 1900 SAN DIEGO, CA 92101 -AND- ROBBINS GELLER DENNIS J HERMAN DAVID WILLIAM HALL POST MONTGOMERY CENTER, ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104	
IRON WORKERS MID-SOUTH PENSION FUND V. TERRAFORM GLOBAL	ND CALIFORNIA	IRON WORKERS MID-SOUTH PENSION FUND		
JONES - ERISA	ED MO AND ST. LOUIS COUNTY, MISSOURI STATE COURT	JERRY JONES MANUEL ACOSTA	DYSTART AND TAYLOR DON R. LOLLI 4420 MADISON AVENUE SUITE 200 KANSAS CITY, MO 64111	GAINEY MCKENNA & EGGLESTON THOMAS J. MCKENNA 295 MADISON AVE. 4TH FLOOR NEW YORK, NY 10017
KERN COUNTY	COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY	KERN SOLAR LLC SUNE P11L HOLDINGS LLC	1717 ARCH STREET PHILADELPHIA, PA 19103	VENZIE, PHILLIPS & WARSHAWER BRUCE L. PHILLIPS 2032 CHANCELLOR STREET PHILADELPHIA, PA 19103
KIRKLAND AND ELLIS LLP AND ITS AFFILIATES			601 LEXINGTON AVE NEW YORK, NY 10022 300 NORTH LASALLE CHICAGO, IL 60654	

KPMG LLP AND ITS AFFILIATES			<p>KPMG LLP AON CENTER SUITE 5500 200 EAST RANDOLPH DRIVE CHICAGO, IL 60601-6436</p> <p>KPMG LLP SUITE 300 10 SOUTH BROADWAY ST. LOUIS, MO 63102-1761</p>
KUNZ V. SUNEDISON	ED MISSOURI	ROBERT KUNZ	
LAP - ARBITRATION	ICC ARBITRATION	<p>BTG PACTUAL BRAZIL INFRASTRUCTURE FUND II, LP P2 BRASIL PRIVATE INRRASTRUCTURE FUND II, LP P2 FUND II LAP CO-INVEST LP P2 LAP CO-INVEST UK, LP GMR HOLDING B.V. ROBERTO SAHADE</p>	<p>QUINN EMMANUEL URQUHART & SULLIVAN, LLP MICHAEL CARLINSKY, TAI-HENG CHENG JOHN H. CHUN 51 MADISON AVENUE 22ND FLOOR NEW YORK, NY 10010</p>
LAP - COURT	NEW YORK STATE COURT	<p>BTG PACTUAL BRAZIL INFRASTRUCTURE FUND II, LP P2 BRASIL PRIVATE INRRASTRUCTURE FUND II, LP P2 FUND II LAP CO-INVEST LP P2 LAP CO-INVEST UK, LP GMR HOLDING B.V. ROBERTO SAHADE</p>	<p>QUINN EMMANUEL URQUHART & SULLIVAN, LLP MICHAEL CARLINSKY, TAI-HENG CHENG JOHN H. CHUN 51 MADISON AVENUE 22ND FLOOR NEW YORK, NY 10010</p>
LENNOX	CANADIAN COURT	LENNOX SNOW FENCE CO. (1982) LTD.	
LINTON V. SUNEDISON	ED MISSOURI	ROBERT LINTON	

MAHARAJ (EMPLOYMENT)	CANADA	AMAN MAHARAJ	RUDNER MACDONALD LLP NATALIE MACDONALD 2 BLOOR ST W., STE. 1005 TORONTO, ON M4W3E2
MAILLETT	MAINE	JASON MALLIETT	GILBERT & GREIF ARTHUR GREIF 82 COLUMBIA ST, PO BOX 2339, BANGOR, ME, 04402-2339
MALLIETT V. FIRST WIND (EMPLOYMENT)	MAINE STATE COURT	JASON MALLIETT	ARTHUR GREIF GILBERT & GREIF 82 COLUMBIA ST. PO BOX 2339 BANGOR ME 04402-2339
MARATHON	AAA ARBITRATION	MARATHON CAPITAL LLC	RIMON PC RICHARD MOONEY ONE EMBARCADERO CENTER SUITE 400 SAN FRANCISCO, CA 94111
MARQUITA BELCHER V. PV GURU, INC. AND SUNEDISON, INC.	ALAMEDA COUNTY, CALIFORNIA	MARQUITA BELCHER	
MCKINSEY RECOVERY & TRANSFORMATION SERVICES U.S., LLC AND ITS AFFILIATES			TWO HARBOR POINT SQUARE 100 WASHINGTON BOULEVARD STAMFORD, CT 06902
MERIDIAN	MASSACHUSETTS STATE COURT	MERIDIAN ASSOCIATES, INC.	MICLANE MIDDLETON, P.A. ANDREW P. BOTTI 300 TRADE CENTER SUITE 7000 WOBURN, MA 01801
MICHELE BEASLEY	ARBITRATION - JAMS	MICHELE BEASLEY	17 HOVEY AVENUE, NATICK, MA 01760 RITZ CLARK & BEN-ASHER LLP JONATHAN BEN-ASHER 59 MAIDEN LANE 39TH FLOOR NEW YORK, NY 10038

MILFORD WIND CORRIDOR LITIGATION	DELAWARE CHANCERY	MTW RESOURCES, LLC	RATH, YOUNG AND PIGNATELLI, P.C. CURT WHITTAKER 1 OAKMONT DRIVE CONCORD, NH 03301	
MO DERIVATIVE LITIGATIONS	MISSOURI STATE COURT	TROY JACKSON	COSGROVE LAW GROUP, LLC DAVID B. COSGROVE DANIEL V. CONLISK 7733 FORSYTH BLVD. SUITE 1675 ST. LOUIS, MO 63105	HYNES KELLER & HERNANDEZ, LLC MICHAEL J. HYNES 3070 BRISTOL PIKE, SUITE 112 1150 FIRST AVENUE, SUITE 501 KING OF PRUSSIA, PA 19406
MOODIE V. SUNEDISON	NEW YORK – SOUTHERN			
MSSA	TEXAS	MSSA S.A.S. MSSA COMPANY CORPORATION	SHIPLEY SNELL MONTGOMERY LLP LAINA R. MILLER 712 MAIN STREET SUITE 1400 HOUSTON, TX 77002	MURPHY & MCGONIGLE, P.C. STEVEN D. FELDMAN BARRY S. GOLD 1185 AVENUE OF THE AMERICAS 21ST FLOOR NEW YORK, NY 10036
MSSA - ARBITRATION	INTERNATIONAL CHAMBER OF COMMERCE	MSSA S.A.S. MSSA COMPANY CORPORATION	MURPHY & MCGONIGLE, P.C. STEVEN D. FELDMAN BARRY S. GOLD 1185 AVENUE OF THE AMERICAS 21ST FLOOR NEW YORK, NY 10036	
NEVADA STATE CONTRACTORS BOARD	NEVADA STATE CONTRACTORS BOARD	NEVADA STATE CONTRACTORS BOARD	9670 GATEWAY DRIVE SUITE 100 RENO, NV 89521	

OKLAHOMA FIREFIGHTERS PENSION AND RETIREMENT SYSTEM V. SUNEDISON	ND CALIFORNIA	OKLAHOMA FIREFIGHTERS PENSION AND RETIREMENT SYSTEM	ROBBINS GELLER RUDMAN & DOWD LLP DENNIS J. HERMAN DAVID W. HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET SUITE 1800 SAN FRANCISCO, CA 94104	EISEMAN LEVINE LEHRAUPT & KAKOYIANNIS, P.C. LAURENCE MAY PETER REISER ERIC ASCHKENASY 805 THIRD AVENUE, 10TH FL NEW YORK, NY 10022
ORTECH CONSULTING - CANADA	CANADA	ORTECH CONSULTING INC.	BARRISTERS & SOLICITORS MARCHALL KIREWSKIE PAUL MARSHALL 201-88 DUNN STREET OAKVILLE, ONTARIO L6J 3C	
PACKAGING SPECIALTIES	OHIO STATE COURT	PACKAGING SPECIALTIES, INC.	PACKAGING SPECIALTIES, INC. 300 LAKE ROAD MEDINA, OH 44256	ULMER & BERNE LLP MICHAEL S. TUCKER LIAM J. DUNN 1660 WEST 2ND STREET SUITE 1100 CLEVELAND, OH 44113
PCS	NORTH CAROLINA	PCS PHOSPHATE COMPANY, INC. PCS SALES (USA), INC.	PARKER POE ADAMS & BERNSTEIN LLP CHARLES E. RAYNAL, IV PNC PLAZA 301 FAYETTEVILLE STREET SUITE 1400, PO BOX 389 RALEIGH, NC 27601	JONES DAY Paula S. Quist Kristina K. Cercone 77 W. Wacker Drive Chicago, Illinois 60601-1692
PRICEWATERHOUSECOOPERS LLP AND ITS AFFILIATES			300 MADISON AVENUE NEW YORK, NY 10017	
PRIME SOLAR SOURCE	NEW JERSEY STATE COURT	PRIME SOLAR SOURCE, LLC	GLUCK WALRATH LLP ANDREW BAYER 4428 RIVER VIEW PLAZA TRENTON, NJ 08611	

PYRAMID HOLDINGS V. TERRAFORM GLOBAL (CONSOLIDATED TERP SECURITIES CLASS ACTION)	SDNY MDL	PYRAMID HOLDINGS, ETC.	ABRAHAM FRUCHTER & TWERSKY LLP IAN BERG 11622 EL CAMINO REAL, SUITE 100 SAN DIEGO, CA 92130 -AND- ABRAHAM FRUCHTER & TWERSKY LLP LAWRENCE DONALD LEVIT JACK GERALD FRUCHTER ONE PENN PLAZA SUITE 2805 NEW YORK, NY 10119	ANDREWS KURTH LLP CASSANDRA LYNN PORSCHE 450 LEXINGTON AVENUE NEW YORK, NY 10017
REFEX	INDIA	REFEX		
SHIN-ETSU/SOLIACX	OREGON STATE COURT	SHIN-ETSU QUARTZ PRODUCTS CO., LTD.	LANDERHOLM P.S. TIMOTHY J. CALDERBANK 805 BROADWAY STREET SUITE 1000, PO BOX 1086 VANCOUVER, WA 98666	
SKYPOWER	CANADA	SUNE SKY 13TH SIDEROAD LP SUNE SKY RYERSE LP	LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP GLENN SMITH AND MELANIE BAIRD 130 ADELAIDE ST. WEST TORONTO ON M5H 3P5	
SOLOMONEDWARDSGROUP, LLC	ST. CHARLES COUNTY, MISSOURI STATE COURT	SOLOMON EDWARDS GROUP, LLC	VINCENT D. VOGLER TWO CITYPLACE DRIVE SUITE 150, P.O. BOX 419037 ST. LOUIS, MO 63141-9037	
SOUTH LIGHT	CANADIAN COURT	SOUTH LIGHT DESIGN / BUILD INC.		

ST. MARY'S	CANADIAN COURT	CBA READY MIX DIVISION (ST. MARY'S CEMENT INC., CANADA)		
SUMEI	JAPAN	SUMEI		
SUNEDISON ERISA ACTIONS - USENKO	EASTERN DISTRICT OF MISSOURI	ALEXANDER Y. USENKO	WEINHAUS & POTASHNICK MARK POTASHNICK 11500 OLIVE BLVD. SUITE 133 ST. LOUIS, MO 61341	HARWOOD FEFFER LLP ROBERT I. HARWOOD TANYA KORKHOV 488 MADISON AVENUE NEW YORK, NY 10022
SUNEDISON SOLAR POWER INDIA PRIVATE LIMITED & OTHERS	INDIA			
SUNFUSION SOLAR & SANDY ELLARD	AAA	SANDY ELLARD SUNFUSION SOLAR	7766 ARJONS DRIVE SUITE B SAN DIEGO, CA 92126	
SUNPOWER V. SUNEDISON (US)	SANTA CLARA COUNTY, CALIFORNIA SUPERIOR COURT	SUNPOWER CORPORATION	KNOBBE MARTENS OLSON BEAR LLP MICHAEL K. FRIEDLAND AMY C. CHUN ALI S. RAZAI 2040 MAIN STREET, 14 TH FLOOR IRVINE, CA 92614 -AND- KNOBBE MARTENS OLSON BEAR LLP BORIS ZELKIND 12790 EL CAMINO REAL SAN DIEGO, CA 92130	
SUPPLYSOURCE DC, LLC D/B/A RE DISTRICT	ARLINGTON COUNTY, VIRGINIA CIRCUIT COURT	SUPPLYSOURCE DC, LLC D/B/A RE DISTRICT	GLEN FRANKLIN KOONTZ, KOONTZ P.C. PO BOX 1176 BERRYVILLE, VA 22611	

TECHCORR USA MANAGEMENT, LLC D/B/A TECHCORR USA, LLC	IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS	TECHCORR USA MANAGEMENT, LLC D/B/A TECHCORR USA, LLC	WELSH LEBLANC LLP JARED G. LEBLANC MEGHAN K. FLANERY 8 GREENWAY PLAZA SUITE 1150 HOUSTON, TX 77046	
TERRASMART, LLC V. NVT LICENSES, LLC	MASSACHUSETTS STATE COURT	TERRASMART, LLC	ADAM BASCH, BACON WILSON P.C. 33 STATE STREET SPRINGFIELD, MA 01103	
TOYO TANSO	OREGON STATE COURT	TOYO TANSO USA, INC.	ATER WYNNE LLP ALEXANDRA M. SCHULMAN 1331 LOVEJOY STREET SUITE 900 PORTLAND, OR 97209-3280	
UNITED ELECTRIC SUPPLY CO.	MARYLAND STATE COURT	UNITED ELECTRIC SUPPLY CO., INC.	UNITED ELECTRIC SUPPLY CO., INC. 10 BELLECOR DRIVE NEW CASTLE, DE 19720	JILL D. CARAVAGGIO 11116 INNSBROOK WAY SUITE B IJAMSVILLE, MD 21754
USENKO V. SUNEDISON ET AL. (ERISA CLAIMS)	SDNY MDY (ORIGINALLY ED MISSOURI)	ALEXANDER USENKO	HARWOOD FEFFER LLP DANIELLA QUITT ROBERT I. HARWOOD TANYA KORKHOV 488 MADISON AVENUE NEW YORK, NY 10022	WEINHAUS AND POTASHNICK MARK A. POTASHNICK 11500 OLIVE BOULEVARD SUITE 133 ST. LOUIS, MO 63141
VALLEY HOME	MASSACHUSETTS STATE COURT	VALLEY HOME IMPROVEMENT, INC.	DAVID WILENSKY PO BOX 202 NORTHAMPTON, MA 01061	
VAUGHN WIND	NEW MEXICO	J&K VICENTE LLC VICENTE RANCH CO., INC. JOE VICENTE	JONES, SNEAD, WERTHEIM & CLIFFORD, PA JERRY TODD WERTHEIM 1800 OLD PECOS TRAIL, PO BOX 2228 SANTA FE, NM 87504-2228	

VIVINT SHAREHOLDER CLASS ACTIONS - BUSHANSKY	UTAH STATE COURT	STEPHEN BUSHANSKY	ABBOTT LAW FIR NELSON ABBOTT 3651 NORTH 100 EAST SUITE 350 PROVO, UT 84604	WEISSLAU LLP RICHARD A. ACOCELLI MICHAEL ROGOVIN KELLY KEENAN 1500 BROADWAY 16TH FLOOR NEW YORK, NY 10036
VIVINT SHAREHOLDER CLASS ACTIONS - WILLIAMS	UTAH STATE COURT	ARNIE WILLIAMS	ABBOTT LAW FIRM NELSON ABBOTT 3651 NORTH 100 EAST SUITE 350 PROVO, UT 84604	RIGRODSKY & LONG, P.A. SETH D. RIGRODSKY BRIAN D. LONG GINA M. SERRA JEREMY J. RILEY 2 RIGHTER PARKWAY, STE. 120, WILMINGTON, DE 19803 -AND- RYAN & MANISKAS, LLP KATHARINE M. RYAN RICHARD A. MANISKAS 995 OLD EAGLE SCHOOL ROAD SUITE 311 WAYNE, PA 19087
VIVINT V. SUNEDISON	DELAWARE CHANCERY	VIVINT SOLAR, INC.	WILSON SONSINI GOODRICH & ROSATI BRADLEY D. SORRELS WILLIAM CHANDLER SHANNON E. GERMAN IAN LISTON 222 DELAWARE AVENUE SUITE 800 WILMINGTON, DE 19801	WILSON SONSINI GOODRICH & ROSATI BORIS FELDMAN STEVEN SCHATZ GIDEON SCHOR 650 PAGE MILL ROAD PALO ALGO, CA 94304-1050
WEGEL V. VIVINT	NEW YORK STATE	BOBBI JO WEGEL MARC WEGEL	THE DRESSLER LAW FIRM PLLC RENTON D. BERSAUD 300 WEST 38TH SSTREET 3RD FLOOR NEW YORK, NY 10018	

XTREME POWER

HAWAII

AIG SPECIALTY INSURANCE
CO. F/K/A CHARTIS SPECIALTY
INSURANCE CO.
XTREME POWER, INC.
XTREME POWER SYSTEMS,
LLC
XTREME POWER GROVE, LLC

AIG -C/O VALDEZ, WEINSTEIN, AND
CUELLAR

<u>21437/RD</u>	<u>INTERNATIONAL COURT OF ARBITRATION</u>	=	=	=
<u>AGRAWAL</u>	<u>SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO</u>	<u>TERRAFORM GLOBAL, INC.</u>	<u>ROBBINS GELLER RUDMAN & DOWD LLP ATTN: SHAWN A. WILLIAMS POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104</u>	<u>ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101</u>
<u>AGRAWAL</u>	<u>U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA</u>	<u>TERRAFORM GLOBAL, INC.</u>	<u>ROBBINS GELLER RUDMAN & DOWD LLP ATTN: SHAWN A. WILLIAMS POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104</u>	<u>ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101</u>
<u>AIG</u>	<u>DISTRICT COURT EAGLE COUNTY, CO</u>	=	=	=
<u>AIG PROPERTY CASUALTY COMPANY, AS SUBROGEE OF JOHN PAUL DEJORIA</u>	<u>DISTRICT COURT, COUNTY OF EAGLE, STATE OF COLORADO</u>	=	<u>DWORKIN CHAMBERS & WILLIAMS YORK BENSON & EVANS P.C. ATTN: GERI O'BRIEN WILLIAMS & LACY A. SCOTT 3900 E. MEXICO AVE. STE. 1300 DENVER, CO 80210</u>	=
<u>ALBEMARLE CORP.</u>	<u>TEXAS</u>	<u>MEMC PASADENA, INC.</u>	=	=
<u>ALBEMARLE CORPORATION, ET AL.</u>	<u>UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS</u>	<u>MEMC ELECTRONIC MATERIALS, INC.</u>	=	=
<u>AMAN MAHARAJ</u>	<u>ONTARIO SUPERIOR COURT OF JUSTICE, TORONTO, ONTARIO</u>	=	<u>NATALIE MACDONALD RUDNER MACDONALD LLP 2 BLOOR ST W., SUITE 1005 TORONTO, ON M4W 3E2 CANADA</u>	=
<u>ANTON S. BADRI</u>	<u>U.S. DISTRICT COURT</u>	<u>TERRAFORM GLOBAL</u>	<u>FRANCIS A. BOTTINI JR.</u>	=

	<u>FOR THE NORTHERN DISTRICT OF CALIFORNIA</u>		<u>7817 IVANHOE AVE. STE. 102 LA JOLLA, CA 92037</u>	
<u>APPALOOSA INVESTMENT</u>	<u>COURT OF CHANCERY OF THE STATE OF DE</u>	<u>TERRAFORM POWER</u>	<u>DAVID J. MARGULES ELIZABETH A. SLOAN BALLARD SPAHR LLP 919 N. MARKET ST., 11TH FL. WILMINGTON, DE 19801-3034</u>	=
<u>APPALOOSA INVESTMENT LIMITED PARTNERSHIP I ET AL.</u>	<u>COURT OF CHANCERY OF THE STATE OF DE</u>	=	<u>DAVID J. MARGULES ELIZABETH A. SLOAN BALLARD SPAHR LLP 919 N. MARKET ST., 11TH FL. WILMINGTON, DE 19801-3034</u>	=
<u>ARNIE WILLIAMS</u>	<u>UTAH STATE COURT</u>	=	<u>ABBOTT LAW FIRM ATTN: NELSON ABBOTT 75 SOUTH 200 EAST PROVO, UT 84604</u>	<u>RIGRODSKY & LONG, P.A. ATTN: SETH D. RIGRODSKY, BRIAN D. LONG GINA M. SERRA, JEREMY J. RILEY 2 RIGHTER PARKWAY, SUITE 120 WILMINGTON, DE 19803 -AND- RYAN & MANISKAS, LLP ATTN: KATHARINE M. RYAN, RICHARD A. MANISKAS 995 OLD EAGLE SCHOOL ROAD, SUITE 311 WAYNE, PA 19087</u>
<u>ATLANTIC SPECIALTY INSURANCE CO.</u>	<u>US DISTRICT COURT, EASTERN DISTRICT OF MISSOURI</u>	=	<u>CLAYBORNE SABO & WAGNER LLP ATTN: JOHN SABO 525 W MAIN ST., SUITE 105 BELLEVILLE, IL 62220</u>	=
<u>ATLANTIC SPECIALTY INSURANCE COMPANY</u>	<u>UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI</u>	=	<u>CLAYBORNE SABO & WAGNER LLP ATTN: JOHN SABO 525 W MAIN ST., SUITE 105 BELLEVILLE, IL 62220</u>	=
<u>BADRI</u>	<u>SUPERIOR COURT OF THE STATE OF</u>	<u>TERRAFORM GLOBAL, INC.</u>	<u>FRANCIS A. BOTTINI JR. 7817 IVANHOE AVE.</u>	=

	CALIFORNIA, COUNTY OF SAN MATEO		STE. 102 LA JOLLA, CA 92037	
BEASLEY	JAMS ARBITRATION - NEW YORK CITY, NY	=	RITZ CLARK & BEN-ASHER LLP ATTN: JONATHAN BEN-ASHER 59 MAIDEN LANE, 39TH FLOOR NEW YORK, NY 10038-4668	=
BELTRAN	UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA	TERRAFORM GLOBAL, INC.	SCOTT + SCOTT ATTORNEYS AT LAW LLP ATTN: JOHN T. JASNOCH 707 BROADWAY, SUITE 1000 SAN DIEGO, CA 92101	=
BELYEA	COURT OF CHANCERY OF THE STATE OF DELAWARE	VIVINT SOLAR, INC.	KAHN SWICK & FOTI, LLC ATTN: MICHAEL J. PALESTINA 206 COVINGTON ST. MADISONVILLE, LA 70447	ANDREWS & SPRINGER LLC ATTN: PETER B. ANDREWS, CRAIG J. SPRINGER 3801 KENNETT PIKE BUILDING C, SUITE 305 WILMINGTON, DE 19807
BINGHAM WIND PROJECT, MAINE	MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (MDEP)	=	=	=
BLOOM	CA SUPERIOR COURT, SAN MATEO COUNTY	=	SCOTT + SCOTT ATTORNEYS AT LAW LLP ATTN: JOHN T. JASNOCH, DONALD BROGGI, T LAUGHLIN JOSEPH HALLORAN, DAVID SCOTT 707 BROADWAY SUITE 1000 SAN DIEGO, CA 92101	=
BLOOM ET AL	U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA	=	SCOTT + SCOTT ATTORNEYS AT LAW LLP ATTN: JOHN T. JASNOCH, DONALD BROGGI, T LAUGHLIN JOSEPH HALLORAN, DAVID SCOTT 707 BROADWAY SUITE 1000 SAN DIEGO, CA 92101	=
BOBBIE JO WEGEL	SUFFOLK COUNTY	=	THE DRESSLER LAW FIRM PLLCATTN:	=

	SUPERIOR COURT, MA		RENTON D. BERSAUD300 W 38TH S ST.3RD FL.NEW YORK, NY 10018	
BROUHA	U.S. DISTRICT COURT, DISTRICT OF VERMONT (SHEFFIELD COURT) AND STATE OF VERMONT PUBLIC SERVICE BOARD	VERMONT WIND, LLC	DENISE ANDERSON, PLLC 85 N. MAIN ST., SUITE 245 WHITE RIVER JUNCTION, VT 05001	=
BROUHA	UNITED STATES DISTRICT COURT FOR THE DISTRICT OF VERMONT	VERMONT WIND, LLC	DENISE ANDERSON, PLLC 85 N. MAIN ST., SUITE 245 WHITE RIVER JUNCTION, VT 05001	=
BRYAN MARTINEZ	CALIFORNIA STATE COURT	=	STEVENS & MCMILLAN ATTN: HEATHER MCMILLAN, DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780	=
BRYAN MARTINEZ	CALIFORNIA STATE COURT - 30-2016- 00844937	=	STEVENS & MCMILLAN ATTN: HEATHER MCMILLAN, DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780	=
BRYAN MARTINEZ	CALIFORNIA STATE COURT - 30-2016- 00844937-CU-OE-CIC	=	STEVENS & MCMILLAN ATTN: HEATHER MCMILLAN, DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780	=
BTG PACTUAL BRAZIL INFRASTRUCTURE FUND II LP ET AL.	SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK - CASE NO. 16- 650676	=	QUINN EMMANUEL URQUHART & SULLIVAN LLP ATTN: ROBERTO SAHADE, MICHAEL CARLINSKY, TAI-HENG CHENG, JOHN H. CHUN 51 MADISON AVE., 22ND FL. NEW YORK, NY 10010	=
BTG PACTUAL BRAZIL	SUPREME COURT OF	=	QUINN EMMANUEL URQUHART &	=

INFRASTRUCTURE FUND, ET AL	THE STATE OF NY, COUNTY OF NY - INDEX NO. 650676/2016		SULLIVAN LLP ATTN: ROBERTO SAHADE, MICHAEL CARLINSKY, TAI-HENG CHENG, JOHN H. CHUN 51 MADISON AVE. , 22ND FL. NEW YORK, NY 10010	
BUSHANSKY	FOURTH JUDICIAL DISTRICT COURT UTAH	SEV MERGER SUB, INC., ET AL	WEISS LAW LLP ATTN: RICHARD A. ACOCCELLI, MICHAEL ROGOVIN KELLY KEENAN 1500 BROADWAY, 16TH FLOOR NEW YORK, NY 10036	=
CA UNEMPLOYMENT INSURANCE CODE COMPLIANCE	EMPLOYMENT DEVELOPMENT DEPARTMENT, STATE OF CALIFORNIA (EDD)	=	=	=
CA COMPLIANCE UNEMPLOYMENT INSURANCE REVIEW CODE COMPLIANCE	EMPLOYMENT DEVELOPMENT DEPARTMENT, STATE OF CALIFORNIA (EDD)	=	=	=
CANEZ	COURT OF CHANCERY OF THE STATE OF DELAWARE	BUTTERFIELD, ET AL.	FARUQI & FARUQI LLP ATTN: JUAN E. MONTEVERDE & JAMES M. WILSON, JR. 369 LEXINGTON AVE, 10TH FL. NEW YORK, NY 10017	FARUQI & FARUQI LLP ATTN: JAMES R. BANKO, DERRICK B. FARRELL 20 MONTCHANIN RD, SUITE 145 WILMINGTON, DE 19807

CAPLES AND ROMERO	COURT OF CHANCERY OF THE STATE OF DELAWARE	VIVINT SOLAR, INC.	FRIEDMAN OSTER & TEJTEL PLLC ATTN: JEREMY S. FRIEDMAN SPENSER OSTER, DAVID TEJTEL 240 EAST 79TH STREET, SUITE A NEW YORK, NY 10075	ANDREWS & SPRINGER LLC ATTN: PETER B. ANDREWS, CRAIG J. SPRINGER 3801 KENNETT PIKE BUILDING C, SUITE 305 WILMINGTON, DE 19807
CARLOS A. COELHO D/B/A COELHO & SONS STONEWALLS	MASSACHUSETTS DISTRICT COURT - 1:15-CV-11927-RWZ	=	=	=
CARLOS COELHO, D/B/A/ COELHO & SONS STONEWALLS	MASSACHUSETTS DISTRICT COURT - 15-CV-11927-RWZ	=	=	=
CHARLES BLOOM & SHARON BURNSTEIN	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	=	SCOTT + SCOTT ATTORNEYS AT LAW LLP ATTN: JOHN T. JASNOCH, DONALD BROGGI, T LAUGHLIN JOSEPH HALLORAN, DAVID SCOTT 707 BROADWAY SUITE 1000 SAN DIEGO, CA 92101	=
COBALT PARTNERS, LP, ET AL	U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA	=	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 94104	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101
COBALT PARTNERS, LP, ET AL.	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	=	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 94104	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101
CREAM HILL CLEAN ENERGY, LLC	U. S. DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT -	=	PAWA LAW GROUP, P.C. ATTN: MATTHEW F. PAWA & WESLEY KELMAN 1280 CENTRE STREET, SUITE 230	NEAL I. MOSKOW URY & MOSKOW LLC 883 BLACK ROCK TURNPIKE FAIRFIELD, CT 06825

	3:16-CV-00291-JAM		NEWTON CENTRE, MA 02459
CREAM HILL CLEAN ENERGY, LLC	U.S. DISTRICT COURT FOR THE STATE OF CONNECTICUT - CASE NO. 16-CV- 00291	=	PAWA LAW GROUP, P.C. ATTN: MATTHEW F. PAWA & WESLEY KELMAN 1280 CENTRE STREET, SUITE 230 NEWTON CENTRE, MA 02459
E.I. DU PONT DE NEMOURS AND COMPANY	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI - CASE NO.14-CV-01078	=	BARTLIT BECK HERMAN PALENCHAR & SCOTT LLPATTN: ADAM K. MORTARA, JOHN C. FITZPATRICK,TULSI E. GAONKAR54 WEST HUBBARD STREET, SUITE 300CHICAGO, IL 60654-AND-ASHBY & GEDDESATTN: STEPHEN J. BALICK, LAUREN E. MAGUIRE,ANDREW C. MAYO500 DELAWARE AVENUE, PO BOX 1150WILMINGTON, DE 19899
E.I. DU PONT DE NEMOURS AND COMPANY	US DISTRICT COURT, DISTRICT OF DELAWARE - 1:14- CV-01078-SLR	=	BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP ATTN: ADAM K. MORTARA, JOHN C. FITZPATRICK, TULSI E. GAONKAR 54 WEST HUBBARD STREET, SUITE 300 CHICAGO, IL 60654 -AND- ASHBY & GEDDES ATTN: STEPHEN J. BALICK, LAUREN E. MAGUIRE, ANDREW C. MAYO 500 DELAWARE AVENUE, PO BOX 1150 WILMINGTON, DE 19899
E.I. DU PONT DE NEMOURS AND	US DISTRICT COURT,	=	BARTLIT BECK HERMAN PALENCHAR
			BARTLIT BECK HERMAN

<u>COMPANY</u>	<u>DISTRICT OF DELAWARE - 14-CV- 01078-SLR</u>	<u>& SCOTT LLP</u>	<u>PALENCHAR & SCOTT LLP ATTN: ADAM K. MORTARA, JOHN C. FITZPATRICK, TULSI E. GAONKAR 54 WEST HUBBARD STREET, SUITE 300 CHICAGO, IL 60654 -AND- ASHBY & GEDDES ATTN: STEPHEN J. BALICK, LAUREN E. MAGUIRE, ANDREW C. MAYO 500 DELAWARE AVENUE, PO BOX 1150 WILMINGTON, DE 19899</u>
<u>EASTERN MAINE ELECTRIC COOPERATIVE, INC.</u>	<u>BUSINESS AND CONSUMER COURT, STATE OF MAINE, CUMBERLAND COUNTY</u>	<u>FIRST WIND HOLDINGS, LLC FIRST WIND NORTHEAST COMPANY, LLC NORTHEAST WIND PARTNERS II, LLC STETSON WIND HOLDINGS COMPANY, LLC</u>	=
<u>ECKA GRANULES OF AMERICA LLC,</u>	<u>UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA, ORANGEBURG DIVISION</u>	<u>MEMC ELECTRONIC MATERIALS, INC. MEMC PASADENA, INC.</u>	<u>SOWELL GRAY STEPP & LAFFITTE LLC ROBERT E. STEPP, BENJAMIN R. GOODING 1310 GADSDEN ST. COLUMBIA, SC 29201</u>
<u>ECKA GRANULES OF AMERICA, LLC</u>	<u>SOUTH CAROLINA FEDERAL</u>	<u>MEMC ELECTRONIC MATERIALS, INC.</u>	<u>SOWELL GRAY STEPP & LAFFITTE LLC ROBERT E. STEPP, BENJAMIN R. GOODING 1310 GADSDEN ST. COLUMBIA, SC 29201</u>
<u>EMPLOYEE RETIREMENT INCOME SECURITY ACT LITIGATION (JONES, USENKO,</u>	<u>US DISTRICT COURT, EASTERN DISTRICT OF MISSOURI</u>	=	=

<u>LINTON, WHEELER, DULL</u>				
<u>EVOLVE SOLAR</u>	<u>UTAH STATE COURT</u>	=	<u>EVAN S. STRASSBERG, MICHAEL BEST & FRIEDRICK, LLP</u> <u>6995 SOUTH UNION PARK CENTER,</u> <u>SUITE 100</u> <u>SALT LAKE CITY, UT 98047</u>	=
<u>EVOLVE SOLAR, INC., ET AL.</u>	<u>FOURTH DISTRICT COURT - UTAH COUNTY, UT</u>	=	<u>EVAN S. STRASSBERG, MICHAEL BEST & FRIEDRICK, LLP</u> <u>6995 SOUTH UNION PARK CENTER,</u> <u>SUITE 100</u> <u>SALT LAKE CITY, UT 98047</u>	=
<u>FIRST WIND ENERGY</u>	<u>AAA</u>		<u>FIRST WIND HOLDINGS, LLC</u> <u>KAHUKU WIND POWER, LLC</u> <u>KAHEAWA WIND POWER II, LLC</u>	=
<u>FORTIS ADVISORS LLC ET AL.</u>	<u>CALIFORNIA STATE COURT</u>	=	<u>GOODWIN PROCTOR LLP</u> <u>ATTN: MICHAEL T. JONES</u> <u>135 COMMONWEALTH DR.</u> <u>MENLO PARK, CA 94025-1105</u>	<u>GOODWIN PROCTOR LLP</u> <u>ATTN: HAYES P. HYDE</u> <u>THREE EMBARCADERO CENTER,</u> <u>24TH FL.</u> <u>SAN FRANCISCO, CA 94111-9991</u>
<u>FORTIS ADVISORS, LLC ET AL.</u>	<u>SUPERIOR COURT OF CA, COUNTY OF SAN FRANCISCO</u>	=	<u>GOODWIN PROCTOR LLP</u> <u>ATTN: MICHAEL T. JONES</u> <u>135 COMMONWEALTH DR.</u> <u>MENLO PARK, CA 94025-1105</u>	<u>GOODWIN PROCTOR LLP</u> <u>ATTN: HAYES P. HYDE</u> <u>THREE EMBARCADERO CENTER,</u> <u>24TH FL.</u> <u>SAN FRANCISCO, CA 94111-9991</u>
<u>FRASER ET AL.</u>	<u>SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO</u>	<u>TERRAFORM GLOBAL</u>	<u>GLANCY PRONGAY & MURRAY LLP</u> <u>ATTN: LIONEL Z. GLANCY ROBERT V. PRONGAY</u> <u>LESLEY F. PORTNOY</u> <u>1925 CENTURY PARK EAST, STE. 2011</u> <u>LOS ANGELES, CA 90067</u>	=
<u>GAMMA ENERGY LIMITED</u>	<u>HIGH COURT OF JUSTICE /CHANCERY DIVISION (UK)</u>	=	=	=
<u>GAMMA ENERGY LIMITED</u>	<u>UNITED KINGDOM</u>	=	=	=
<u>GLENVIEW CAPITAL PARTNERS,</u>	<u>SUPERIOR COURT OF</u>	=	<u>ROBBINS GELLER RUDMAN & DOWD</u>	<u>ROBBINS GELLER RUDMAN &</u>

<u>L.P.</u>	<u>THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO - CASE NO. 537971</u>	<u>LLP</u>	<u>DOWD LLPATTN: DENNIS HERMAN & DAVID HALLPOST MONTGOMERY CENTERONE MONTGOMERY STREET, SUITE 1800SAN FRANCISCO, CA 92104-AND-ROBBINS GELLER RUDMAN & DOWD LLPATTN: DARREN ROBBINS, JAMES JACONETTEJENNIFER CARINGAL655 W BROADWAY SUITE 1900SAN DIEGO, CA 92101</u>
<u>GLENVIEW CAPITAL PARTNERS, L.P. ET AL</u>	<u>SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO - CASE NO.16-CV-02264</u>	<u>ROBBINS GELLER RUDMAN & DOWD LLP</u>	<u>ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104 -AND- ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101</u>
<u>GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)</u>	<u>CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA - [NO. 3:15-CV-04981-BLE][04981]</u>	=	=
<u>GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)</u>	<u>CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA -</u>	=	=

	[NO. 3:15-CV-04981-BLF][535963]			
GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)	CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA - [NO. 3:15-CV-04981-BLF][536045]	=	=	=
GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)	CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA - [NO. 3:15-CV-04981-BLF][536536]	=	=	=
GLOBAL IPO LITIGATION (AGRAWAL, BADRI, FRASIER, IRON WORKERS, BELTRAN AND PYRAMID HOLDINGS)	CALIFORNIA STATE COURT AND US DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA - [NO. 3:15-CV-04981-BLF][536788]	=	=	=
GOLDEN	MONTGOMERY COUNTY MARYLAND STATE COURT - CASE NO. 16-CV-01423	CHATILA	MURPHY FALCON & MURPHY ATTN: WILLIAM H. MURPHY III ONE S ST. 23RD FL. BALTIMORE, MD 21202	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771
GOLDEN	UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND - CASE NO. 414172V	CHATILA	MURPHY FALCON & MURPHY ATTN: WILLIAM H. MURPHY III ONE S ST. 23RD FL. BALTIMORE, MD 21202	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771
GRAND JUDY	SOUTHERN DISTRICT OF NEW YORK	=	=	=
GREENE TWEED	DISTRICT COURT OF	=	MCGUIRE WOODS LLP	=

	HARRIS COUNTY, TX		ATTN: THOMAS M. FARRELL 600 TRAVIS STREET, SUITE 7500 HOUSTON, TX 77022	
GREENE TWEED & CO.	TEXAS STATE COURT	MEMC PASADENA, INC.	MCGUIRE WOODS LLP ATTN: THOMAS M. FARRELL 600 TRAVIS STREET, SUITE 7500 HOUSTON, TX 77022	=
GULF COAST KAPROC, INC. ET AL.	164TH JUDICIAL DISTRICT COURT OF HARRIS COUNTY, TX	MEMC PASADENA, INC. ALBEMARLE CORP.	GRAY REED & MCGRAW P.C. ATTN: JOE VIRENE 1300 POST OAK BLVD., SUITE 2000 HOUSTON, TX 77056	=
HELLIGE	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI	CHATILA	THE ROSEN LAW FIRM, P.A. ATTN: PHILLIP KIM & LAURENCE ROSEN 275 MADISON AVENUE, 34TH FLOOR NEW YORK, NY 10016	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771 -AND- WEHRLE LAW LLC ATTN: CHRIS WEHRLE 9909 CLAYTON RD SUITE 226 ST. LOUIS, MO 63124
HIVE ENERGY LIMITED	UK	=	=	=

<u>HOROWITZ, ET AL.</u>	<u>UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI</u>	=	<u>THE ROSEN LAW FIRM, P.A.ATTN: PHILLIP KIM & LAURENCE ROSEN275 MADISON AVENUE, 34TH FLOORNEW YORK, NY 10016</u>	<u>GARDY AND NOTIS, LLPATTN: MARK GRADYTOWER 56126 EAST 56TH STREET, 8TH FLOORNEW YORK, NY 10024-AND-CAREY, DANIS & LOWE LLCATTN: JAMES ROSEMERGY8235 FORSYTHSTE. 1100ST. LOUIS, MO 63105-AND- WEHRLE LAW LLCATTN: CHRIS WEHRLE9909 CLAYTON RDSUITE 226ST. LOUIS, MO 63124</u>
<u>HYUNG SUN SONG</u>	<u>ORANGE COUNTY SUPERIOR COURT, CALIFORNIA</u>	<u>ECHOFIRST FINANCE CO., LLC SUNEDISON RESIDENTIAL SERVICES, LLC AMERITECH CONSTRUCTION, INC. JAE HYUNG KIM RACHEL KIM</u>	<u>STEPHEN P. LAMB 9741 BOLSA AVE., SUITE 204 WESTMINSTER, CA 92683</u>	=
<u>IRON WORKERS MID-SOUTH PENSION FUND</u>	<u>SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO</u>	<u>TERRAFORM GLOBAL</u>	<u>FRANCIS A. BOTTINI JR. 7817 IVANHOE AVE. STE. 102 LA JOLLA, CA 92037</u>	=
<u>J&K VICENTE, LLC, VICENTE RANCH CO., INC., & JOE M. VICENTE</u>	<u>FIRST JUDICIAL DISTRICT COURT, COUNTY OF SANTA FE, NEW MEXICO</u>	<u>VAUGHN WIND, LLC FIRST WIND ENERGY, LLC FIRST WIND HOLDINGS, LLC MATTHEW DESMOND</u>	=	=
<u>JACKSON</u>	<u>CIRCUIT COURT OF THE STATE OF MISSOURI, ST. LOUIS COUNTY</u>	<u>ALVAREZ</u>	<u>HYNES KELLER & HERNANDEZ, LLC, ATTN: MICHAEL J. HYNES 3070 BRISTOL PIKE, SUITE 112 1150 FIRST AVENUE, SUITE 501</u>	<u>COSGROVE LAW GROUP LLC ATTN: DANIEL V. CONLISK 7733 FORSYTH BLVD., SUITE 1675 ST. LOUIS, MO 63105</u>

			KING OF PRUSSIA, PA 19406	
JACKSON	ST. LOUIS COUNTY, MO	ALVAREZ	HYNES KELLER & HERNANDEZ, LLC, ATTN: MICHAEL J. HYNES 3070 BRISTOL PIKE, SUITE 112 1150 FIRST AVENUE, SUITE 501 KING OF PRUSSIA, PA 19406	COSGROVE LAW GROUP LLC ATTN: DANIEL V. CONLISK 7733 FORSYTH BLVD., SUITE 1675 ST. LOUIS, MO 63105
JERRY JONES AND MANUEL ACOSTA	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI	MEMC ELECTRONIC MATERIALS, INC., ET AL	GAINEY MCKENNA & EGLESTON ATTN: THOMAS J. MCKENNA 440 PARK AVE SOUTH, 5TH FLOOR NEW YORK, NY 10016	DYSART TAYLOR COTTER MCMONIGLE & MONTEMORE P.C. ATTN: DON R. LOLLI 4420 MADISON AVE., SUITE 200 KANSAS CITY, MO 64111
JONES AND ACOSTA	U. S. DISTRICT COURT, EASTERN DISTRICT OF MO, EASTERN DIVISION	=	GAINEY MCKENNA & EGLESTON ATTN: THOMAS J. MCKENNA 440 PARK AVE SOUTH, 5TH FLOOR NEW YORK, NY 10016	DYSART TAYLOR COTTER MCMONIGLE & MONTEMORE P.C. ATTN: DON R. LOLLI 4420 MADISON AVE., SUITE 200 KANSAS CITY, MO 64111
JULIE DULL AND ERIC O'DAY ET AL.	UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MO, EASTERN DIVISION	=	BOTTINI & BOTTINI, INC. ATTN: FRANCIS A. BOTTINI, JR. 7817 IVANHOE AVENUE, SUITE 102 LA JOLLA, CA 92037	THE HEINLAW LAW FIRM LLC ATTN: RICHARD B. HEIN 7750 CLAYTON RD. SUITE 102 ST. LOUIS, MO 63117
KERN SOLAR LLC, SUNE P11L HOLDINGS LLC	PENNSYLVANIA STATE COURT	=	VENZIE, PHILLIPS & WARSHAWER ATTN: BRUCE L. PHILLIPS 2032 CHANCELLOR STREET PHILADELPHIA, PA 19103	=
KUREHA AMERICA, INC.	JAMS ARBITRATION - NEW YORK CITY, NY	=	=	=
LAKOFF	CIRCUIT COURT OF THE STATE OF MISSOURI, ST. LOUIS COUNTY - CASE NO. 16SL-CC00299	CHATILA	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771	WEHRLE LAW LLC ATTN: CHRIS WEHRLE 9909 CLAYTON RD SUITE 226 ST. LOUIS, MO 63124
LAKOFF	UNITED STATES DISTRICT COURT FOR THE EASTERN	CHATILA	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD	WEHRLE LAW LLC ATTN: CHRIS WEHRLE 9909 CLAYTON RD

	DISTRICT OF MISSOURI - CASE NO. 16-CV-00727		OYSTER BAY COVE, NY 11771	SUITE 226 ST. LOUIS, MO 63124
LAKOFF MO. STATE DERIVATIVE	16SL-CC00299	=	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771	WEHRLE LAW LLC ATTN: CHRIS WEHRLE 9909 CLAYTON RD SUITE 226 ST. LOUIS, MO 63124
LATIN AMERICAN POWER (BTG PACTUAL BRAZIL INFRASTRUCTURE FUND II, LP, ET AL.	ICC & NY STATE COURT	=	QUINN EMMANUEL URQUHART & SULLIVAN LLP ATTN: ROBERTO SAHADE, MICHAEL CARLINSKY TAI-HENG CHENG, JOHN H. CHUN 51 MADISON AVE., 22ND FL. NEW YORK, NY 10010	=
LICENSE CONDITION 16	TX DEPT. OF STATE HEALTH SERVICES	=	=	=
LINTON	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI	=	FRIEDMAN OSTER & TEJTEL PLLC ATTN: JEREMY S. FRIEDMAN SPENSER OSTER, DAVID TEJTEL 240 EAST 79TH STREET, SUITE A NEW YORK, NY 10075	WEINHAUS & POTASHNICK ATTN: MARK POTASHNICK 11500 OLIVE BLVD., SUITE 133 ST. LOUIS, MO 61341
MAHARAJ	CANADA	=	NATALIE MACDONALD RUDNER MACDONALD LLP 2 BLOOR ST W., SUITE 1005 TORONTO, ON M4W 3E2 CANADA	=
MALLINGER	CIRCUIT COURT OF THE STATE OF MISSOURI, ST. LOUIS COUNTY	CHATILA	JOHNSON & WEAVER, LLPATTN: MICHAEL I. FISTEL40 POWDER SPRINGS STREETMARIETTA, GA 30064	LAW OFFICES OF JOSEPH V. NEILLATTN: JOSEPH V. NEILL5201 HAMPTON AVE.ST. LOUIS, MO 63109
MALLINGER	ST. LOUIS COUNTY, MO	CHATILA	JOHNSON & WEAVER, LLP ATTN: MICHAEL I. FISTEL 40 POWDER SPRINGS STREET MARIETTA, GA 30064	LAW OFFICES OF JOSEPH V. NEILL ATTN: JOSEPH V. NEILL 5201 HAMPTON AVE. ST. LOUIS, MO 63109
MALLINGER	UNITED STATES DISTRICT COURT FOR THE EASTERN	CHATILA	JOHNSON & WEAVER, LLP ATTN: MICHAEL I. FISTEL 40 POWDER SPRINGS STREET	LAW OFFICES OF JOSEPH V. NEILL ATTN: JOSEPH V. NEILL 5201 HAMPTON AVE.

	<u>DISTRICT OF MISSOURI - CASE NO. 16-CV-00732</u>		<u>MARIETTA, GA 30064</u>	<u>ST. LOUIS, MO 63109</u>
<u>MARATHON CAPITAL, INC.</u>	<u>AMERICAN ARBITRATION ASSOCIATION - SAN FRANCISCO, CA</u>	<u>FIRST WIND HOLDINGS, LLC</u>	=	=
<u>MARATHON CAPITAL, LLC</u>	<u>AAA</u>	<u>FIRST WIND HOLDINGS, LLC</u>	=	=
<u>MARTINEZ B. EVOLVE SOLAR, INC</u>	<u>SUPERIOR COURT OF CA, ORANGE COUNTY</u>	=	<u>STEVENS & MCMILLAN ATTN: HEATHER MCMILLAN, DANIEL P. STEVENS 335 CENTENNIAL WAY TUSTIN, CA 92780</u>	=
<u>MEMC PASADENA, INC.</u>	<u>U. S. DISTRICT COURT OF THE SOUTHERN DISTRICT OF TX, HOUSTON DIVISION</u>	<u>ALBEMARLE CORPORATION</u>	=	=
<u>MERIDIAN</u>	<u>COMMONWEALTH OF MASSACHUSETTS, SUPERIOR COURT</u>	=	<u>MICLANE MIDDLETON P.A. ATTN: ANDREW P. BOTTI 300 TRADE CENTER SUITE 7000 WOBURN, MA 01801</u>	=
<u>MERIDIAN ASSOCIATES, INC.</u>	<u>CANADA</u>	=	<u>MICLANE MIDDLETON P.A. ATTN: ANDREW P. BOTTI 300 TRADE CENTER SUITE 7000 WOBURN, MA 01801</u>	=
<u>MICHAEL PETRAN</u>	<u>INDEMNIFICATION/ WORKERS' COMP CLAIM</u>	=	<u>LAURENCE M. ROSEN THE ROSEN LAW FIRM P.A. 355 S. GRAND AVE. SUITE 2450 LOS ANGELES, CA 90071</u>	=
<u>MICHELE BEASLEY</u>	<u>JAMS</u>	=	<u>RITZ CLARK & BEN-ASHER LLP ATTN: JONATHAN BEN-ASHER 59 MAIDEN LANE, 39TH FLOOR NEW YORK, NY 10038-4668</u>	=

<u>MITESH PATEL</u>	<u>SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO</u>	<u>TERRAFORM GLOBAL</u>	<u>LAURENCE M. ROSEN THE ROSEN LAW FIRM P.A. 355 S. GRAND AVE. SUITE 2450 LOS ANGELES, CA 90071</u>	=
<u>MOODIE</u>	<u>EASTERN DISTRICT OF MO</u>	=	<u>POMERANTZ LLP ATTN: JEREMY A. LIEBERMAN, J. ALEXANDER HOOD II, MAC GORRIE 600 THIRD AVENUE, 20TH FLOOR NEW YORK, NY 10016</u>	<u>CUNEO GILBERT & LADUCA LLP ATTN: MICHAEL J. FLANNERY 7733 FORSYTH BLVD., SUITE 1675 ST. LOUIS, MO 63106</u>
<u>MOODIE</u>	<u>UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI</u>	=	<u>POMERANTZ LLP ATTN: JEREMY A. LIEBERMAN, J. ALEXANDER HOOD II, MAC GORRIE 600 THIRD AVENUE, 20TH FLOOR NEW YORK, NY 10016</u>	<u>CUNEO GILBERT & LADUCA LLP ATTN: MICHAEL J. FLANNERY 7733 FORSYTH BLVD., SUITE 1675 ST. LOUIS, MO 63106</u>
<u>MSSA S.A.S.</u>	<u>DISTRICT COURT OF HARRIS COUNTY, TX 333 JUDICIAL DISTRICT</u>	<u>MSSA CO., CORP</u>	<u>MURPHY & MCGONIGLE P.C. ATTN: STEVEN D. FELDMAN, BARRY S. GOLD 1185 AVE. OF THE AMERICAS, 21ST FL. NEW YORK, NY 10036</u>	<u>SHIPLEY SNELL MONTGOMERY LLP ATTN: LAINA R. MILLER 712 MAIN ST., SUITE 1400 HOUSTON, TX 77002</u>
<u>MSSA S.A.S.</u>	<u>ICC</u>	<u>MSSA COMPANY CORPORATION</u>	<u>MURPHY & MCGONIGLE P.C. ATTN: STEVEN D. FELDMAN, BARRY S. GOLD 1185 AVE. OF THE AMERICAS, 21ST FL. NEW YORK, NY 10036</u>	<u>SHIPLEY SNELL MONTGOMERY LLP ATTN: LAINA R. MILLER 712 MAIN ST., SUITE 1400 HOUSTON, TX 77002</u>
<u>MTW RESOURCES, LLC</u>	<u>DELAWARE CHANCERY COURT</u>	<u>FIRST WIND HOLDINGS, LLC FIRST WIND UTAH HOLDINGS, LLC FIRST WIND CAPITAL, LLC</u>	=	=
<u>NORENE FRENCH</u>	<u>US DISTRICT COURT, EASTERN DISTRICT OF CALIFORNIA</u>	=	<u>BURSOR & FISHER P.A.</u>	<u>BURSOR & FISHER P.A. ATTN: TIMOTHY FISHER, ANNICK M. PERSINGER YEREMEY O. KRIVOSHEY 1990 N. CALIFORNIA BLVD. WALNUT CREEK, CA 94596</u>
<u>NORENE FRENCH, ON BEHALF</u>	<u>U.S. DISTRICT</u>	=	<u>BURSOR & FISHER P.A.</u>	<u>BURSOR & FISHER P.A.</u>

OF HERSELF AND ALL OTHERS SIMILARLY SITUATED	COURT, EASTERN DISTRICT OF CA		ATTN: TIMOTHY FISHER, ANNICK M. PERSINGER YEREMEY O. KRIVOSHEY 1990 N. CALIFORNIA BLVD. WALNUT CREEK, CA 94596
NPDES STORM WATER DISCHARGE GENERAL PERMIT 1200-COLS	OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY , 811 SW SIXTH AVENUE, PORTLAND, OREGON, 97204- 1390	=	=
OKLAHOMA FIREFIGHTERS PENSION AND RET. SYS.	SUPERIOR COURT OF CA, SAN MATEO COUNTY - [NO. CIV 537965]	=	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101 -AND- ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104
OKLAHOMA FIREFIGHTERS PENSION AND RETIREMENT SYSTEM	U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA - CASE NO. 16-CV-02267	=	ROBBINS GELLER RUDMAN & DOWD LLP ROBBINS GELLER RUDMAN & DOWD LLPATTN: DARREN ROBBINS, JAMES JACONETTEJENNIFER CARINGAL655 W BROADWAY SUITE 1900SAN DIEGO, CA 92101- AND-ROBBINS GELLER RUDMAN & DOWD LLPATTN: DENNIS HERMAN & DAVID HALLPOST MONTGOMERY CENTERONE

			MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104
OKLAHOMA FIREFIGHTERS PENSION AND RETIREMENT SYSTEM.	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO - CASE NO. CIV 537965	=	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101 -AND- ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104
OMEGA CAPITAL INV., LP	SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO	=	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES JACONETTE JENNIFER CARINGAL 655 W BROADWAY SUITE 1900 SAN DIEGO, CA 92101 -AND- ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DENNIS HERMAN & DAVID HALL POST MONTGOMERY CENTER ONE MONTGOMERY STREET, SUITE 1800 SAN FRANCISCO, CA 92104
OMEGA CAPITAL INVESTORS, L.P. ET AL	SUPERIOR COURT OF THE STATE OF CALIFORNIA,	=	ROBBINS GELLER RUDMAN & DOWD LLP ATTN: DARREN ROBBINS, JAMES

	<u>COUNTY OF SAN MATEO</u>		<u>JACONETTE JENNIFER CARINGAL</u> <u>655 W BROADWAY SUITE 1900</u> <u>SAN DIEGO, CA 92101</u> <u>-AND-</u> <u>ROBBINS GELLER RUDMAN & DOWD LLP</u> <u>ATTN: DENNIS HERMAN & DAVID HALL</u> <u>POST MONTGOMERY CENTER</u> <u>ONE MONTGOMERY STREET,</u> <u>SUITE 1800</u> <u>SAN FRANCISCO, CA 92104</u>
<u>PATEL</u>	<u>SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO</u>	<u>TERRAFORM GLOBAL, INC.</u>	<u>LAURENCE M. ROSEN THE ROSEN LAW FIRM P.A.</u> <u>355 S. GRAND AVE.</u> <u>SUITE 2450</u> <u>LOS ANGELES, CA 90071</u>
<u>PAUL BROUHA</u>	<u>US DISTRICT COURT, DISTRICT OF VERMONT</u>	<u>VERMONT WIND, LLC</u> <u>NORTHEAST WIND PARTNERS II, LLC</u> <u>FIRST WIND HOLDINGS, LLC</u> <u>TERRAFORM POWER, INC.</u>	<u>DENISE ANDERSON, PLLC</u> <u>85 N. MAIN ST., SUITE 245</u> <u>WHITE RIVER JUNCTION, VT 05001</u>
<u>PCS PHOSPHATE COMPANY, INC. AND PCS SALES (USA), INC.</u>	<u>NORTH CAROLINA STATE COURT</u>	=	<u>JONES DAY</u> <u>ATTN: PAULA S. QUIST</u> <u>77 WEST WACKER DRIVE</u> <u>CHICAGO, IL 60601-1692</u> <u>PARKER POE ADAMS & BERNSTEIN LLP</u> <u>ATTN: CHARLES E. RAYNAL, IV</u> <u>PNC PLAZA</u> <u>301 FAYETTEVILLE ST., SUITE 1400</u> <u>RALEIGH, NC 27601</u>
<u>PRIME SOLAR SOURCE, LLC</u>	<u>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: CAMDEN COUNTY</u>	<u>TERRAFORM, INC.</u> <u>HUDSON ENERGY SOLAR CORP.</u>	<u>GLUCK WALRATH LLP</u> <u>ATTN: ANDREW BAYER</u> <u>4428 RIVER VIEW PLAZA</u> <u>TRENTON, NJ 08611</u>
<u>PRIME SOLAR SOURCE, LLC</u>	<u>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: CAMDEN COUNTY</u>	<u>TERRAFORM, INC.</u> <u>HUDSON ENERGY SOLAR CORP.</u>	<u>GLUCK WALRATH LLP</u> <u>ATTN: ANDREW BAYER</u> <u>4428 RIVER VIEW PLAZA</u> <u>TRENTON, NJ 08611</u>
<u>REDISTRICT</u>	<u>IN THE CIRCUIT</u>	=	=

	COURT FOR ARLINGTON COUNTY, VA			
RICHARD WHEELER ET AL.	UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MO, EASTERN DIVISION	=	GAINY MCKENNA & EGLESTON ATTN: THOMAS J. MCKENNA, GREGORY M. EGLESTON 440 PARK AVENUE SOUTH NEW YORK, NY 10016	=
ROBERT LINTON, ET AL.	UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MO, EASTERN DIVISION	=	FRIEDMAN OSTER & TEJTEL PLLC ATTN: JEREMY S. FRIEDMAN SPENSER OSTER, DAVID TEJTEL 240 EAST 79TH STREET, SUITE A NEW YORK, NY 10075	WEINHAUS & POTASHNICK ATTN: MARK POTASHNICK 11500 OLIVE BLVD., SUITE 133 ST. LOUIS, MO 61341
SEC	U.S. SECURITIES AND EXCHANGE COMMISSION - [MHO-12908]	=	=	=
SELECTIVE WAY INSURANCE CO. A/S/O A&E CLOTHING CORP.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION MIDDLESEX VICINAGE	GREEN POWER DEVELOPERS, LLC 100 WESLEY WHITE REALTY, LLC JOSEPH A. MASSRE CONTRACTING, LLC ET AL.	=	=
SIMON FRASER ET AL.	UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA	TERRAFORM GLOBAL, INC.	GLANCY PRONGAY & MURRAY LLP ATTN: LIONEL Z. GLANCY ROBERT V. PRONGAY LESLEY F. PORTNOY 1925 CENTURY PARK EAST, STE. 2011 LOS ANGELES, CA 90067	=
SOLOMONEDWARDSGROUP, LLC	11TH JUDICIAL CIRCUIT COURT, ST. CHARLES COUNTY, MISSOURI	=	VINCENT D. VOGLER TWO CITY PLACE DR., SUITE 150 P.O. BOX 419037 ST. LOUIS, MO 63141-9037	=
SOLOMONEDWARDSGROUP, LLC	MISSOURI STATE COURT	=	VINCENT D. VOGLERTWO CITY PLACE DR., SUITE 150P.O. BOX 419037ST.	=

			LOUIS, MO 63141-9037	
SONG	LA COUNTY SUPERIOR COURT, CA	ECHOFIRST	STEPHEN P. LAMB 9741 BOLSA AVE., SUITE 204 WESTMINSTER, CA 92683	=
SUNE SKY 13TH SIDEROAD LP AND SUNE SKY RYERSE LP	ONTARIO SUPERIOR COURT OF JUSTICE, TORONTO, ONTARIO	SUNEDISON CANADIAN CONSTRUCTION LP SUNEDISON CANADA, LLC MEMC ELECTRONIC MATERIALS, INC.	GLENN SMITH AND MELANIE BAIRD, LENCZNER SLAIGHT ROYCE SMITH GRIFFIN LLP 130 ADELAIDE ST. WEST SUITE 2600 TORONTO, ON M5H 3P5 CANADA	=
SUNEDISON AND GLOBAL "DOUBLE DERIVATIVE"	CIRCUIT COURT, MONTGOMERY COUNTY, MD	(GOLDEN V. CHATILA, ET AL.)	MURPHY FALCON & MURPHY ATTN: WILLIAM H. MURPHY III ONE S ST. 23RD FL. BALTIMORE, MD 21202	THE BROWN LAW FIRM, P.A. ATTN: TIMOTHY W. BROWN 127A COVE ROAD OYSTER BAY COVE, NY 11771
SUNEDISON INDIVIDUAL SHAREHOLDER LAWSUITS	CA SUPERIOR COURT, SAN MATEO COUNTY - [CIV 537954]	(COBALT, OMEGA, GLENVIEW)	=	=
SUNEDISON INDIVIDUAL SHAREHOLDER LAWSUITS	CA SUPERIOR COURT, SAN MATEO COUNTY - [CIV 537965]	(COBALT, OMEGA, GLENVIEW)	=	=
SUNEDISON INDIVIDUAL SHAREHOLDER LAWSUITS	CA SUPERIOR COURT, SAN MATEO COUNTY - [CIV 537971]	(COBALT, OMEGA, GLENVIEW)	=	=
SUNEDISON INDIVIDUAL SHAREHOLDER LAWSUITS	CA SUPERIOR COURT, SAN MATEO COUNTY - [CIV 537977]	(COBALT, OMEGA, GLENVIEW)	=	=
SUNEDISON SHAREHOLDER DERIVATIVE CASES	MISSOURI STATE COURT	MALINGER JACKSON LAKOFF HELLIGE	=	=
SUNEDISON SHAREHOLDER	US DISTRICT COURT,	HOROWITZ	=	=

<u>LITIGATION MISSOURI</u>	<u>EASTERN DISTRICT OF MISSOURI</u>	<u>MOODIE KUNZ</u>		
<u>SUNEDISON, INC. F/K/A/ MEMC ELECTRONIC MATERIALS, INC.</u>	<u>GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION, STATE OF NORTH CAROLINA, COUNTY OF WAKE</u>	<u>PCS PHOSPHATE COMPANY, INC.</u> <u>PCS SALES (USA), INC.</u>	<u>JONES DAY</u> <u>ATTN: PAULA S. QUIST</u> <u>77 WEST WACKER DRIVE</u> <u>CHICAGO, IL 60601-1692</u>	<u>PARKER POE ADAMS & BERNSTEIN LLP</u> <u>ATTN: CHARLES E. RAYNAL, IV</u> <u>PNC PLAZA</u> <u>301 FAYETTEVILLE ST., SUITE 1400</u> <u>RALEIGH, NC 27601</u>
<u>SUNFUSION SOLAR & SANDY ELLARD</u>	<u>AAA</u>	=	=	=
<u>SUNFUSION SOLAR, SANDY ELLARD</u>	<u>CONTRA COSTA SUPERIOR COURT</u>	=	=	=
<u>SUPPLYSOURCE DC, LLC</u>	<u>VIRGINIA STATE COURT</u>	=	<u>KOONTZ P.C.</u> <u>P.O. BOX 1176</u> <u>BERRYVILLE, VA 22611</u>	=
<u>SUPPLYSOURCES DC, LLC, D/B/A/ RE DISTRICTV.</u>	<u>CIRCUIT COURT FOR ARLINGTON COUNTY, VA - [CASE NO. 013CL16000718-00]</u>	=	<u>KOONTZ P.C.</u> <u>P.O. BOX 1176</u> <u>BERRYVILLE, VA 22611</u>	=
<u>TAIMAX</u>	<u>TAIWAN</u>	<u>WOONGJIN ENERGY CO., LTD</u>	=	=
<u>TERRAFORM GLOBAL, INC.</u>	<u>DELAWARE CHANCERY COURT</u>	=	<u>SULLIVAN & CROMWELL LLP</u> <u>ATTN: ANDREW G. DIETDERICH,</u> <u>MICHAEL H. TORKIN</u> <u>JOHN L. HARDIMAN AND DAVID R. ZYLBERBERG</u> <u>125 BROAD STREET</u> <u>NEW YORK, NY 10004</u>	<u>SULLIVAN & CROMWELL LLP</u> <u>ATTN: RICHARD H. KLAPPER,</u> <u>BRIAN FRAWLEY</u> <u>WILLIAM H. WAGENER</u> <u>125 BROAD STREET</u> <u>NEW YORK, NY 10004</u> <u>-AND-</u> <u>YOUNG CONAWAY STARGATT & TAYLOR, LLP</u> <u>ATTN: MARTIN S. LESSNER, PAUL J. LOUGHMAN</u> <u>MERYEM Y. DEDE</u> <u>1000 NORTH KING STREET</u> <u>WILMINGTON, DE 19801</u>

TERRAFORM GLOBAL, INC.,	COURT OF CHANCERY OF THE STATE OF DELAWARE	=	SULLIVAN & CROMWELL LLP ATTN: ANDREW G. DIETDERICH, MICHAEL H. TORKIN JOHN L. HARDIMAN AND DAVID R. ZYLBERBERG 125 BROAD STREET NEW YORK, NY 10004	SULLIVAN & CROMWELL LLP ATTN: RICHARD H. KLAPPER, BRIAN FRAWLEY WILLIAM H. WAGENER 125 BROAD STREET NEW YORK, NY 10004 -AND- YOUNG CONAWAY STARGATT & TAYLOR, LLP ATTN: MARTIN S. LESSNER, PAUL J. LOUGHMAN MERYEM Y. DEDE 1000 NORTH KING STREET WILMINGTON, DE 19801
TOYO TANSO USA, INC.	MULTNOMAH COUNTY CIRCUIT COURT	MEMC ELECTRONIC MATERIALS, INC., A DE CORP. SUNEDISON SEMICONDUCTOR, LLC	ATER WYNNE LLP ATTN: ALEXANDRA M. SCHULMAN 1331 NW LOVEJOY STREET, SUITE 900 PORTLAND, OR 97209-3280	=
TOYO TANSO USA, INC.	OREGON STATE COURT	=	ATER WYNNE LLP ATTN: ALEXANDRA M. SCHULMAN 1331 NW LOVEJOY STREET, SUITE 900 PORTLAND, OR 97209-3280	=
USENKO	EASTERN DISTRICT OF MO - [NO. 4:16- CV-00076-RWS]	=	WEINHAUS & POTASHNICK ATTN: MARK POTASHNICK 11500 OLIVE BLVD. STE. 133 ST. LOUIS, MO 61341	HARWOOD FEFFER LLP ATTN: ROBERT I. HARWOOD & TANYA KORKHOV 488 MADISON AVENUE NEW YORK, NY 10022
USENKO	UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI - CASE NO. 16-CV-00076	=	WEINHAUS & POTASHNICK ATTN: MARK POTASHNICK 11500 OLIVE BLVD. STE. 133 ST. LOUIS, MO 61341	HARWOOD FEFFER LLP ATTN: ROBERT I. HARWOOD & TANYA KORKHOV 488 MADISON AVENUE NEW YORK, NY 10022
VALLEY HOME IMPROVEMENT	MASSACHUSETTS STATE COURT	=	DAVID WILENSKYP.O. BOX 202NORTHHAMPTON, MA 01061	=
VALLEY HOME IMPROVEMENT	HAMPSHIRE COUNTY	=	DAVID WILENSKY	=

<u>INC.</u>	<u>SUPERIOR COURT</u>		<u>P.O. BOX 202</u> <u>NORTHHAMPTON, MA 01061</u>	
<u>VIVINT SOLAR, INC.</u>	<u>COURT OF</u> <u>CHANCERY OF THE</u> <u>STATE OF DE</u>	<u>SEV MERGER SUB, INC.</u>	<u>WILSON SONSINI GOODRICH &</u> <u>ROSATI</u>	<u>WILSON SONSINI GOODRICH &</u> <u>ROSATI</u> <u>ATTN: SHANNON E. GERMAN,</u> <u>IAN LISTON</u> <u>GINA M. SERRA, JEREMY J. RILEY</u> <u>650 PAGE MILL ROAD</u> <u>PALO ALTO, CA 94304-1050</u> <u>-AND-</u> <u>WILSON SONSINI GOODRICH &</u> <u>ROSATI</u> <u>ATTN: BORIS FELDMAN, STEVEN</u> <u>SCHATZ, GIDEON SCHOR</u> <u>650 PAGE MILL ROAD</u> <u>PALO ALTO, CA 94304-1050</u>
<u>VIVINT SOLAR, INC.</u>	<u>DELAWARE</u> <u>CHANCERY COURT</u>	=	<u>WILSON SONSINI GOODRICH &</u> <u>ROSATI</u>	<u>WILSON SONSINI GOODRICH &</u> <u>ROSATI</u> <u>ATTN: SHANNON E. GERMAN,</u> <u>IAN LISTON</u> <u>GINA M. SERRA, JEREMY J. RILEY</u> <u>650 PAGE MILL ROAD</u> <u>PALO ALTO, CA 94304-1050</u> <u>-AND-</u> <u>WILSON SONSINI GOODRICH &</u> <u>ROSATI</u> <u>ATTN: BORIS FELDMAN, STEVEN</u> <u>SCHATZ, GIDEON SCHOR</u> <u>650 PAGE MILL ROAD</u> <u>PALO ALTO, CA 94304-1050</u>
<u>WHEELER</u>	<u>UNITED STATES</u> <u>DISTRICT COURT FOR</u> <u>THE EASTERN</u> <u>DISTRICT OF</u> <u>MISSOURI</u>	=	<u>GAINEY MCKENNA & EGLESTON</u> <u>ATTN: THOMAS J. MCKENNA,</u> <u>GREGORY M. EGLESTON</u> <u>440 PARK AVENUE SOUTH</u> <u>NEW YORK, NY 10016</u>	<u>DYSART TAYLOR COTTER</u> <u>MCMONIGLE & MONTEMORE</u> <u>P.C.</u> <u>ATTN: DON R. LOLLI</u> <u>4420 MADISON AVE.</u> <u>KANSAS CITY, MO 64111</u>
<u>WILLIAMS</u>	<u>DISTRICT COURT OF</u>	=	<u>ABBOTT LAW FIRM</u>	<u>RIGRODSKY & LONG, P.A.</u>

	<u>THE STATE OF UTAH,</u> <u>FOURTH JUDICIAL</u> <u>DISTRICT, UTAH</u> <u>COUNTY</u>	<u>ATTN: NELSON ABBOTT</u> <u>75 SOUTH 200 EAST</u> <u>PROVO, UT 84604</u>	<u>ATTN: SETH D. RIGRODSKY,</u> <u>BRIAN D. LONG</u> <u>GINA M. SERRA, JEREMY J. RILEY</u> <u>2 RIGHTER PARKWAY, SUITE 120</u> <u>WILMINGTON, DE 19803</u> <u>-AND-</u> <u>RYAN & MANISKAS, LLP</u> <u>ATTN: KATHARINE M. RYAN,</u> <u>RICHARD A. MANISKAS</u> <u>995 OLD EAGLE SCHOOL ROAD,</u> <u>SUITE 311</u> <u>WAYNE, PA 19087</u>	
<u>WISZCO, LLC</u>	<u>DISTRICT COURT,</u> <u>CLARK COUNTY</u> <u>NEVADA</u>	<u>FIRST WIND ENERGY, LLC</u> <u>RIVER MOUNTAINS SOLAR,</u> <u>LLC</u> <u>WILMINGTON TRUST CO. SP</u> <u>SERVS., INC., AKA AND/OR</u> <u>DBA WILMINGTON TRUST</u> <u>NAT. ASSOC., AKA AND/OR</u> <u>WILMINGTON TRUST CO.</u> <u>AMERICAS</u> <u>TERRAFORM UTILITY SOLAR</u> <u>XIX, LLC</u> <u>BOE BONDING COS., ET AL.</u>	=	=
<u>ZHONGHUAN HONG KONG</u> <u>HOLDING LIMITED</u>	<u>HONG KONG</u>	=	=	=

Exhibit 7.6-4

Claims Related to Contracts and Leases

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action, based in whole or in part upon any and all contracts and leases to which the Debtors or Reorganized Debtors is a party or pursuant to which the Debtors or Reorganized Debtors has any rights whatsoever. The claims and Causes of Actions reserved include, without limitation, Causes of Action against utilities, vendors, suppliers of goods or services, insurance companies, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, insurance claims, recoupments, liens, or setoffs; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by the Debtors; (f) counterclaims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; (h) for unfair competition, interference with contract or potential business advantage, breach of contract, fraud, constructive breach, breach of actual/implied covenant of good faith and fair dealing, violation of confidentiality obligations, infringement of intellectual property, or any business tort claims; and (i) any accumulated service credits, both those that may apply to future vendor invoices and those from which the Debtors may be entitled to receive a refund.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-5

Claims Related to Vendor and Customer Obligations

Unless otherwise released by the Plan, or an order of the Bankruptcy Court the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all vendors that owe or may in the future owe money or other obligations to the Debtors or the Reorganized Debtors, whether for unpaid invoices; unreturned, missing, or damaged inventory; indemnification; warranties; any turnover actions arising under section 542 or 543 of the Bankruptcy Code; or any other matter whatsoever.

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all customers that owe or may in the future owe money to the Debtors or the Reorganized Debtors, whether for unpaid invoices; unreturned, missing, or damaged inventory, warranties, or any other matter whatsoever.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-6

Claims Related to Tax Credits and Refunds

Except as otherwise provided by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all local, state, federal and foreign taxing authorities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, including claims for refunds of overpayments or other payments, provided, however, the Debtors expressly reserve all Causes of Action to the extent that they may be asserted as recoupment, setoff, counterclaims or otherwise reduce the claim of any taxing authorities who assert that the Debtors or Reorganized Debtors owe money to them.

Exhibit 7.6-7

Claims Related to Intellectual Property

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust any Causes of Action for unfair competition, licensing or licensing agreements, interference with contract or potential business advantage, conversion, infringement of intellectual property, or other business tort claims. Nothing in the Plan or the Plan Supplement shall impair, enlarge, or in any way alter the equitable and legal rights, obligations, and defenses of the Debtors, the Reorganized Debtors, the GUC/Litigation Trust, their affiliates or their subsidiaries regarding their intellectual property rights, and all rights with respect thereto are expressly reserved.

Notwithstanding the foregoing, any action or inaction by the Debtors, the Reorganized Debtors, the GUC/Litigation Trust, their affiliates or their subsidiaries with respect to intellectual property rights shall not be used, invoked, or applied by any Person in any proceeding to serve as the basis to enlarge, diminish, or in any way alter or affect equitable and legal rights, obligations, and defenses including, without limitation, through the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, other estoppels (judicial, equitable, or otherwise), naked license, unreasonable delay in asserting rights, adequate remedy at law, or laches, in any dispute regarding the intellectual property rights of the Debtors, the Reorganized Debtors, the GUC/Litigation Trust, their affiliates or their subsidiaries.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

Exhibit 7.6-8

Claims Related to Environmental Matters

Except as otherwise provided by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all Entities or potentially responsible parties that owe or that may in the future owe money to the Debtors or Reorganized Debtors arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods, provided, however, the Debtors expressly reserve all Causes of Action to the extent that they may be asserted as setoff, recoupment, counterclaims, or otherwise reduce the claims of any Entities or potentially responsible parties who assert that the Debtors or Reorganized Debtors owe money to them.

Exhibit 7.6-9

Claims Related to Current or Former Employee Matters

Unless otherwise released by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all claims, defenses, cross claims, and counterclaims against or related to all current or former employees that are party to or that may in the future become party to any actions, litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including but not limited to, claims related to intellectual property, confidentiality obligations, employment contracts, wage and benefit overpayments, travel, contractual covenants, workers' compensation, or any alleged employee wrongdoing or misconduct, provided, however, the Debtors expressly reserve all Causes of Action to the extent that they may be asserted as recoupment, setoff, counterclaims or may otherwise reduce the claim of any former or current employees who assert or may assert that the Debtors or Reorganized Debtors owe money to them.

Exhibit 7.6-10

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 547, 548 and 550 of the Bankruptcy Code.

Except as otherwise provided by the Plan or an order of the Bankruptcy Court, the Debtors expressly reserve and transfer to the GUC/Litigation Trust all Causes of Action against or related to all Entities for avoidance of prepetition transfers under sections 362, 502, 510, 542, 543, 547, 548, and 550 of the Bankruptcy Code (other than Avoidance Actions against the Yieldcos and Avoidance Actions against the Prepetition First Lien Secured Parties and the Second Lien Creditors), regardless of whether such Entity is included on the schedule accompanying this Exhibit 7.6-10.

For the avoidance of doubt, no Entity may rely on its omission from Exhibit 7.6-10 as any indication that the GUC/Litigation Trust will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve and transfer to the GUC/Litigation Trust all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

For the avoidance of doubt, the consent of the Reorganized Debtors shall be required to bring, settle, release, compromise, or enforce such GUC/Litigation Trust Causes of Action (or decline to do any of the foregoing) to the extent such GUC/Litigation Trust Causes of Action interfere with (i) the Reorganized Debtors' collection of Earnout Proceeds, Residual Assets Proceeds, or Repatriated Cash or (ii) the continuing operations of TERP.

For the avoidance of doubt, pursuant to the D&O Settlement Agreement, which was approved by the Bankruptcy Court pursuant to an order of the Bankruptcy Court signed on June 28, 2017 [Docket No. 3453] (the "D&O Settlement Approval Order"), the only actions described in this Exhibit 7.6-10 that are preserved with respect to the Individual Defendants (as defined in the D&O Settlement Agreement) are preference actions that may be brought under section 547 of the Bankruptcy Code. An asterisk ("*") appears next to the name of each such Individual Defendant listed on the schedule accompanying this Exhibit 7.6-10. To the extent any provision in the Plan (including this Plan Supplement) is inconsistent with the terms of the D&O Settlement Agreement or the D&O Settlement Approval Order, the D&O Settlement Agreement or the D&O Settlement Approval Order, as applicable, shall control.

SunEdison Inc.

Retained Causes of Action Listing

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 548, and 550 of the Bankruptcy Code

DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Just Energy Group, Inc.	6345 Dixie Rd #200				Mississauga	ON	L5T 2E6	CA
1111 19th Street Association	C/O Wachovia Bank	PO Box 75373			Baltimore	MD	21275-5373	USA
1st Alliance Energy Inc.	1100 Melody Ln Ste 114-C				Roseville	CA	95678	USA
3Megawatt GmbH	Buchberger Str. 1				Geretsried	Germany	D82538	
7550Iad LLC	200 South Orange Ave. Suite 1375				Orlando	FL	32801	USA
765r, LLC	William J. Hanlon, Esq.	Two Seaport Lane, Suite 3			Boston	MA	02210	USA
8X8 Inc.	Dept. 8080				Los Angeles	CA	90084-8080	USA
A-1 Contractors	8401 West Doe Avenue				Visalia	CA	93291	USA
Abb Inc	125 East County Line Rd				Warminster	PA	18974	USA
Abogados Y Asesores S. De R.L.	Edificio Rofisa II	Col. Lomas del Guijarro Sur	Calle Barcelona, Bloque C, Lote 15		Honduras			HONDURAS
ABS Netcom, Inc.	7034 Convoy Ct				San Diego	CA	92111-1017	USA
Accent Design, PLLC	184 C.R. Howard Road				Loving	NM	88256	USA
Ace Industries Inc	6295 Mcdonough Dr				Norcross	GA	30093	USA
Adams, James E	2 Cityplace Drive				St. Louis	MO	63141	USA
Addesa, Raymond Matthew	2 Cityplace Drive				St. Louis	MO	63141	USA
Addeshaw Goddard	Milton Gate	6 Chiswell Street			London		EC1Y4AG	United Kingdom
Adecco Employment Services	Dept Ch 10838				Palatine	IL	60055-0838	USA
Adecco North America LLC	Dept Ch 10838				Palatine	IL	60055-0838	USA
Adecco Usa Inc	Dept Ch 10838				Palatine	IL	60055-0838	USA
Adler Tank Rentals	95 123 Firmenich Way				Newark	NJ	07114	USA
ADP, LLC	1851 N. Resler				El Paso	TX	79912	USA
Advanced Energy Renewables Inc	Dept La 23896				Pasadena	CA	91185-3896	USA
Advantech Corporation	380 Fairview Way				Milpitas	CA	95035	USA
Aerrotek Inc.	3689 Collection Center Drive				Chicago	IL	60693	USA
Aetna Life And Casualty Bermuda	151 Farmington Ave				Hartford	CT	06156	USA
Afco Credit Corp	Dept Ch 10265				Palatine	IL	60055-0265	USA
Agarwal, Sandeep	2 Cityplace Drive				St. Louis	MO	63141	USA
Agile Consulting Co	306 Blue Spruce Lane				Glendale Heights	IL	60139	USA
Agilent Technologies Inc	PO Box 4026				Englewood	CO	80155	USA
Aguayo, Felix O	2 Cityplace Drive				St. Louis	MO	63141	USA
Air Products & Chemicals	5200 Blazer Parkway				Dublin	OH	43017	USA
Akuo Energy SAS	140 Av. des Champs-Élysées				Paris		75008	France
Alamosa County Treasurer	PO Box 659				Alamosa	CO	81101	USA
Albemar Corp	451 Florida St				Baton Rouge	LA	70801-1765	USA
Albert Uresti, Mpa, Pcc	Bexar County Tax Assessor-Collect	P.O. Box 293			San Antonio	TX	78299-2903	USA
Alejandro Hernandez*	2 Cityplace Drive				St. Louis	MO	63141	USA
Alco Farms, LLC	55 Stevens Street				Ludlow	MA	01056	USA
ALLCell Technologies, LLC	Jeremiah Schatt	2321 W. 41st st.			Chicago	IL	60609	USA
Alliance Roofing Company Inc.	630 Martin Avenue				Santa Clara	CA	95050	USA
Allied Industrial Sales Inc	3003 Pasadena Frwy Ste 100				Pasadena	TX	77503	USA
Allied Waste Svcs Disposals	5757A Oates Rd				Houston	TX	77078	USA
Altai Capital Management, L.P.	152 West 57th St				New York	NY	10019	USA
Altran Innovacion, S.L.	C/ Campezo, 1				Madrid		28022	Spain
Altus Group Us Inc	PO Box 12419				Newark	NJ	07101-3519	USA
Alvarado Tax And Busi Advisors LLC	104 Calle Acuarela	POBOX 195598			Guaynabo		00969-3506	
Amazon Web Services Inc	410 Terry Avenue North				Seattle	WA	98109-5210	USA
Ameresco Inc	Attn: Dominic Palma	111 Speen St	Ste 41		Framingham	MA	01701-2000	USA
American Express Company	Av. Patriotismo 635	Col. Cd de los Deportes, Del. Benito Juárez			México	DF	03710	Mexico
American Telesis. Inc.	PO BOX 6659				Hilton Head Island	SC	29938	USA
Andersen, Rich Ladell	2 Cityplace Drive				St. Louis	MO	63141	USA
Anderson, Jeffrey S	2 Cityplace Drive				St. Louis	MO	63141	USA
Antelope Valley Cattle & Milling Co.	Milling Co.	PO Box 2468			Lancaster	CA	93539-2468	USA
Antonio R. Alvarez*	2 Cityplace Drive				St. Louis	MO	63141	USA
Anybill (Sales And Use Tax)	1801 Pennsylvania Avenue	Suite 7			Washington	DC	20006	USA
Aon Risk Services Of Missouri	200 East Randolph Street				Chicago	IL	60601-6436	USA
Aon Risk Services, Inc	200 East Randolph Street				Chicago	IL	60601-6436	USA
Aon Risk Services, Inc. Of Illinois	200 East Randolph Street				Chicago	IL	60601-6436	USA
Apex Solar Power - Authorized Installer	64 Main Street				Queensbury	NY	12804	USA
Apogee Instruments, Inc.	721 W 1800 N.				Logan	UT	84321	USA
Applus (Shanghai) Quality	No. 3999, Xiu Pu Road,	Pudong District			Shanghai		201315	China
Aramark Uniform Services	Aus Central Lockbox				Dallas	TX	75373-1676	USA
Archer, Henry J	2 Cityplace Drive				St. Louis	MO	63141	USA
Arizona Public Service Electric Company	4 N 5th St. Mail Station 9674				Phoenix	AZ	85004	USA
Arizona Solar Concepts	1415 E. University Dr. Suite A109				Tempe	AZ	85281	USA
Arizona Solar Concepts-Solar	1415 E. University Dr. Suite A109				Tempe	AZ	85281	USA
Astrom Technical Advisors S.L.	Calle Serrano 8-3 Izq				Madrid		28001	Spain
AT&T	129128801	P.O. Box 617			Los Angeles	CA	90060-0017	USA
AT&T Mobility Solutions Services	129128801	P.O. Box 617			Los Angeles	CA	90060-0017	USA
AT&T Teleconference Services	129128801	P.O. Box 617			Los Angeles	CA	90060-0017	USA
Atersa Grupo Elecnor	C/Embajadores 187				Madrid		28045	Spain
Atherton, Kenneth	2 Cityplace Drive				St. Louis	MO	63141	USA

SunEdison Inc.

Retained Causes of Action Listing

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 548, and 550 of the Bankruptcy Code

DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Axial Sistemas Solares, S.L	C/Riu Vinalopo, 23. P.I. Pata del Cid.				Quart de Poblet		46930	Spain
Aztec Solar Inc	11370 Trade Center Dr				Rancho Cordova	CA	95742	USA
Bachrodt, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Bala, Deepika	2 Cityplace Drive				St. Louis	MO	63141	USA
Baldwin, Charles	2 Cityplace Drive				St. Louis	MO	63141	USA
Ballswood	12500 Baltimore Avenue				Beltsville	MD	20705	USA
BAM Ventures	12181 Bluff Creek Drive	5th Floor			Playa Vista	CA	90094	USA
Banco Popular	Attn: Cesar Luis de Santos Jiménz	Velázquez 34			Madrid		28001	Spain
Bank Direct Capital Finance LLC	150 North Field Dr				Lake Forest	IL	60045-4847	USA
Barnes Solar Inc.	16560 Harbor Blvd #R				Fountain Valley	CA	92708	USA
Barry-Wehmiller Design Group, Inc.	8020 Forsyth Blvd				St. Louis	MO	63105	USA
Barton, John	2 Cityplace Drive				St. Louis	MO	63141	USA
Batz, Elvin M	2 Cityplace Drive				St. Louis	MO	63141	USA
Bay State Solar-Nvt	231 Weaver St				Fall River	MA	02720	USA
BCPG Public Company Limited	2098 M 12th Floor	Sukhumvit Rd			Bangkok		10110	Thailand
Ben Franklin Technology Partners of Southeastern PA, Investment Arm	4801 South Broad Street	Suite 200	Building 100 Innovation Center	The Navy Yard	Philadelphia	PA	19112	USA
Bennett, Ryan	2 Cityplace Drive				St. Louis	MO	63141	USA
Berger, Daniel	2 Cityplace Drive				St. Louis	MO	63141	USA
Berhorst, Tony T	2 Cityplace Drive				St. Louis	MO	63141	USA
Bes Maryland I, LLC	113 West Monument Street				Baltimore	MD	21201	USA
Best Vinyl Fence & Deck, LLC	525 S 850 E				Lehi	UT	84043	USA
Big Island Toyota, Inc	811 Kanoelehua Ave				Hilo	HI	96720	USA
Bisschoff, Garren	2 Cityplace Drive				St. Louis	MO	63141	USA
Bixby Land Company	Attn Property Mgmnt	2211 Michelson Dr Ste 1			Irvine	CA	92612	USA
Blackburn, Lori Lynn	2 Cityplace Drive				St. Louis	MO	63141	USA
Blackline Systems DbA Osaba Inc	21300 Victory Blvd 12th Flr				Woodland Hills	CA	91367	USA
Blome, Brian A	2 Cityplace Drive				St. Louis	MO	63141	USA
Bluegill Technologies, LLC	4097 Trailcreek Rd				Riverside	CA	92505	USA
Bluewave Capital LLC	137 Newbury St Ste 400				Boston	MA	02116-2942	USA
Bockmon & Woody Electric Co., Inc.	Inc.	PO Box 118			Stockton	CA	95201	USA
Bonfiglioli Vectron GmbH	Europark Fichtenhain B6				Krefeld		47807	Germany
Booher, Richard Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Boone, Brett R	2 Cityplace Drive				St. Louis	MO	63141	USA
Boulder County Treasurer	PO Box 471				Boulder	CO	80306	USA
Bower, Jeffrey	2 Cityplace Drive				St. Louis	MO	63141	USA
Box Inc	4440 El Camino Real				Los Altos	CA	94022	USA
Brandels, John R	2 Cityplace Drive				St. Louis	MO	63141	USA
Braux Uk Limited	The Pinnacle Station Way				Crawley	WEST SUSS RH101JH		United Kingdom
Brian Wuebbels*	2 Cityplace Drive				St. Louis	MO	63141	USA
Bright Planet Solar, Inc	69 Milk Street, Suite 308				Westborough	MA	01581	USA
Brightcove Inc	180 Madison Ave				New York	NY	10016	USA
Brio Energy-Solar	6655 W Sahara St. B203				Las Vegas	NV	89146	USA
Brite Energy-Solar	1267 Windham Parkway				Romeoville	IL	60446	USA
Bruce W. Kingsley	2729 Elm Street				Dighton	MA	02715	USA
BTSA Netherlands Cooperatie U.A.	Prins Bernhardplein 200				Amsterdam		1097 JB	Netherlands
Build Native, Inc.	201 Cole Street				Austin	TX	78737	USA
Burdick, Paul W	2 Cityplace Drive				St. Louis	MO	63141	USA
Burlage, Julie	2 Cityplace Drive				St. Louis	MO	63141	USA
Burnell Controls (Kent) Ltd T/A Burnell Switchgear & Control	11 Masthead, Capstan Court				Dartford	Kent	DA2 6QG	United Kingdom
Burr & Tiegs Electrical	3888 Industry Blvd # 23				Lakeland	FL	33811	USA
Burr, Sean C	2 Cityplace Drive				St. Louis	MO	63141	USA
Butler, Kevin T	2 Cityplace Drive				St. Louis	MO	63141	USA
Butler, Nathan	2 Cityplace Drive				St. Louis	MO	63141	USA
Bwc Burnshirt River, LLC	137 Newbury St Ste 400				Boston	MA	02116-2942	USA
Bybee Lakes Logistics Center	UNIT 238				PORTLAND	OR	97208-4857	USA
Cadmus Group Inc	100 5th Avenue	Suite 1			Walcham	MA	02451	USA
Calhoun County Tax Commissioner	1702 Noble Street	Suite 14 & 16			Anniston	AL	36201	USA
California State Board Of Equalization	15350 Sherman Way 250 Van Nuys				Van Nuys	CA	91406	USA
Calumet Specialty Pr	1950 N Stemmond Fwy Ste 5010				Dallas	TX	75207	USA
Campbell Scientific Inc	815 W 1800 N				Logan	UT	84321	USA
Campbell, Stephen G	2 Cityplace Drive				St. Louis	MO	63141	USA
Canada Revenue Agency	555 MacKenzie Avenue	7th Floor	Attn: Mr. John Ossowski		Ottawa	ON	K1A 0L5	Canada
Capital Safety Services	260 Osborne Rd.				Loudonville	NY	12211	USA
Caramante, Patrick	2 Cityplace Drive				St. Louis	MO	63141	USA
Carlos Domenech Zornoza*	2 Cityplace Drive				St. Louis	MO	63141	USA
Carreden Group, Inc	51 JFK Parkway First Floor West				Short Hills	NJ	07078	USA
Casama LLC	15 Holmes Street				Rehoboth	MA	02769	USA
Cater, John Todd	2 Cityplace Drive				St. Louis	MO	63141	USA
Catherine Zoi	2 Cityplace Drive				St. Louis	MO	63141	USA
Cathy Kuehnert Supplemental Needs Trust	Needs Trust	552 32nd St			Virginia Beach	VA	23451	USA
CCH Inc	P.O. Box 4307				Carol Stream	IL	60197-4307	USA

SunEdison Inc.

DRAFT- SUBJECT TO MATERIAL CHANGE

Retained Causes of Action Listing

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 548, and 550 of the Bankruptcy Code

DRAFT as of 7/6/17

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
CCIC-CSA International Certification Co. Ltd	Floor 1, Building 4, 889 Yishan Road				Shanghai	Z	200233	China
CDW Computer Centers Inc	200 N Milwaukee Ave				Illinois	IL	60061	USA
Celestica Hong Kong Ltd.	13-154 F Goldlion Holdings Centre	Hong Kong Shun Circuit	Siu Lek Yuen		Hong Kong	Shatin		China
Centerpoint Engineering, Inc.	2 Market Plaza Way	# D			Mechanicsburg	PA	17055	USA
Cg Power Solution Usa	7 Century Hill Dr				Latham	NY	12110-2113	USA
Cha, Bruce	2 Cityplace Drive				St. Louis	MO	63141	USA
Chatham Financial Kennett - Corp	235 Whitehorse Lane				Kennett Square	PA	19348	USA
Chatila, Ahmad R *	2 Cityplace Drive				St. Louis	MO	63141	USA
Chembrough Group, LP	2213 West Lonesome Dove				Deer Park	TX	77536	USA
Chicago Title Company	3127 Transworld Drive #130				Stockton	CA	95206	USA
Chint Power Systems	Attn: President or General Counsel	76 Koll Center Pkwy			Pleasanton	CA	94566-3106	USA
Chint Solar (HK) Co Ltd	Attn: President or General Counsel	76 Koll Center Pkwy			Pleasanton	CA	94566-3106	USA
Chriso'S Tree Trimming	P.O Box 22137				Bakersfield	CA	93390	USA
Christopher Cook	2 Cityplace Drive				St. Louis	MO	63141	USA
Chusak, Lee F	2 Cityplace Drive				St. Louis	MO	63141	USA
Cieminis, David	2 Cityplace Drive				St. Louis	MO	63141	USA
Cigna Healthcare	25500 N Norterra Dr				Phoenix	AZ	85085-8200	USA
Cintas Corporation	PO Box 650838				Dallas	TX	75265-0838	USA
Citibank N. A. Uruguay	11000 Montevideo				Misiones			Uruguay
Citiguard, Inc.	6430 Variel Ave # 101				Woodland Hills	CA	91367	USA
City Of Brockton	Finance Office	45 School Street			Brockton	MA	02301	USA
City Of Broomfield	City and County of Broomfield	PO Box 47			Broomfield	CO	80038-0407	USA
City Of Fall River Tax Collector	One Govt. Center				Fall River	MA	02722	USA
City Of Los Angeles Dept. Of Water & Power	111 North Hope Street				Los Angeles	CA	90012	USA
City Of Mendota	643 Quince Street				Mendota	CA	93640	USA
City Of Portland	P.O. Box 4216				Portland	OR	97208-4216	USA
City Of Santa Fe Municipal Airport	121 Aviation Drive				Santa Fe	NM	87507	USA
City Of Sherman	220 W Mulberry St				Sherman	TX	75090-5832	USA
City Of Tehachapi	115 S. Robinson St				Tehachapi	CA	93561	USA
City Of Tracy	333 Civic Center Dr				Tracy	CA	95376	USA
City Of Waterbury	236 Grand Street				Waterbury	CT	06702	USA
Citysafe Security Ltd	353 Old Laura Road				Plymouth			United Kingdom
CJ Quinones Engineering, Psc	Edif. Bucare 2050	Calle Turquesa			San Juan	P.R	00969	USA
Claire Gogel*	2 Cityplace Drive				St. Louis	MO	63141	USA
Clarke Realty, Lp	472 Winchester Street				Keene	NH	03431	USA
Claro & Cia	Attn: Attorney Handling SunEdison matters	Av. Apoquindo 3721, 14th floor			Santiago		755 0177	Chile
Clayton Borgmeyer	2529 High School Dr				Brentwood	MO	63144	USA
Clayton C. Daley Jr*	2 Cityplace Drive				St. Louis	MO	63141	USA
Clean Energy of America Group, Inc	22801 Ventura Blvd # 202				Woodland Hills	CA	91364-1222	USA
Clean Harbors Enviro	500 Battleground Road				La Porte	TX	77572	USA
Cognizant Technology Solutions	211 Quality Cirice				College Station	TX	77845-4470	USA
Coleman, Peter	2 Cityplace Drive				St. Louis	MO	63141	USA
Colliers International Ca, Inc	50 California Street, Suite 1900				San Francisco	CA	94111	USA
Color Art Integrated Interiors LLC	1325 N Warson Rd				Saint Louis	MO	63132	USA
Commercial Due Diligence Services, Accounts Receivable Dept.	ces, Accounts Receivable Dept.	PO Box 73173			Dallas	TX	75373-1073	USA
Commerford, Jarryd	2 Cityplace Drive				St. Louis	MO	63141	USA
Complete Solar Solution Inc	1850 Gateway Drive	Ste 45			San Mateo	CA	94404	USA
Comptroller Of Income Tax	55 Newton Road				Singapore	SG	307987	Singapore
Coneco Energy LLC	4 First Street				Bridgewater	MA	02324	USA
Cook, Christpher R R	2 Cityplace Drive				St. Louis	MO	63141	USA
Cooper Investment Partners	1633 Broadway				New York	NY	10019	USA
Corbin'S Electric	4829 S 38th St,				Phoenix	AZ	85040	USA
Corridor Energy, LLC	1100 Walnut St				Kansas City	MO	64106	USA
County Of Nassau Nassan County Dept. Of Public Works	1194 Prospect Avenue	Attention: Ms. Shila Shah-Gavnooudias, P.E.,	Commissioner		Westbury	NY	11590-2723	USA
County Of San Mateo	555 County Center				Redwood City	CA	94063	USA
County Of Suffolk	100 Veterans Memorial Highway	H. Lee Dennison Building			Hauppauge	NY	11788	USA
Cox, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Crane Solutions LLC	Attn: President or General Counsel	PO Box 8478			Dallas	TX	75284-0078	USA
Croswhite, Alison	2 Cityplace Drive				St. Louis	MO	63141	USA
Crystal Dynamics Inc	160 N Sandpoint Rd				Mead	OK	73449	USA
Csolar Iv South, LLC	14302 FNB Parkway				Omaha	NE	68154	USA
CT Corporation	PO Box 4349				Carol Stream	IL	60197-4349	USA
Cummings, Jeremy K	2 Cityplace Drive				St. Louis	MO	63141	USA
Cusick, Kerinia	2 Cityplace Drive				St. Louis	MO	63141	USA
Cut-N-Edge Landscape Services	3414 Summer Solstice				Rowlett	TX	75088	USA
Cwl Crane Worldwide Transportation	Ste 13.03A 13th Fl Menara Summit, P	Subang Jaya			Selangor		47600	Singapore
D.E. Shaw & Company	1166 Avenue of the Americas	Ninth Floor			New York	NY	10036	USA
Dac Beachcroft	Portwall Place	Portwall Lane			Bristol		BS1 9HS	United Kingdom
Dancel, Efen A	2 Cityplace Drive				St. Louis	MO	63141	USA
Danti, Anthony M	2 Cityplace Drive				St. Louis	MO	63141	USA
Datareef, LLC	5252 N. Edgewood Drive	Suite 165			Provo	UT	84604	USA

SunEdison Inc.

Retained Causes of Action Listing

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 548, and 550 of the Bankruptcy Code

DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
David Aaron Jones	2 Cityplace Drive				St. Louis	MO	63141	USA
David G. And Laurie Faylor Family Trust	Family Trust Alaska Federal	Credit Union, 1425 7th Street			Victorville	CA	92395	USA
David Goldman	4878 Harbord Drive				Oakland	CA	94618	USA
David Mccoy	865 Clark Ave				Webster Groves	MO	63119	USA
David Ranhoff*	2 Cityplace Drive				St. Louis	MO	63141	USA
David Sathrum	328 Monkey Valley Hollow				Kenyon	MN	55946	USA
Davis, Trevor A	2 Cityplace Drive				St. Louis	MO	63141	USA
Day, Simon	2 Cityplace Drive				St. Louis	MO	63141	USA
Ddr Atlantico LLC, S.E.	352288-20083-56495 /	P.O. Box 53162			Atlanta	GA	30353-1620	USA
Deaton, Shane D	2 Cityplace Drive				St. Louis	MO	63141	USA
Dedeaux Inland Empire Properties	Properties	143 South Eastman Avenue			Los Angeles	CA	90023	USA
Del Monte Electric Co, Inc.	Attn: Terick Albert	6998 Sierra Ct			Dublin	CA	94568-2662	USA
Delouche, Douglas M	2 Cityplace Drive				St. Louis	MO	63141	USA
Delta Dental	12399 Gravois Rd				Saint Louis	MO	63127-1750	USA
Demand Solutions Group LLC	Department 34281	PO Box 39			San Francisco	CA	94139	USA
Demers, Michael Kevin	2 Cityplace Drive				St. Louis	MO	63141	USA
Dennis And Bonnie Mcpadden	70 Route 106				N Springfield	VT	05150	USA
Dennis Mahoney & Sons, Inc.	P.O. Box 417				Mattapoisett	MA	02739	USA
Dertzbaugh, Timothy R	2 Cityplace Drive				St. Louis	MO	63141	USA
Deutsche Bank Trust Company Americas	16 Wall St				New York	NY	10005	USA
Dewinter Group, Inc.	1901 S. Bascom Ave. Suite 660				Campbell	CA	95008	USA
Deyo, Derek J	2 Cityplace Drive				St. Louis	MO	63141	USA
Diamond, Daniel A	2 Cityplace Drive				St. Louis	MO	63141	USA
Dimas, Joseph	2 Cityplace Drive				St. Louis	MO	63141	USA
District View Plaza	644 Fernandez Juncos Avenue	Suite 31			San Juan	PR	00907-3122	USA
Divine Power USA, Inc.	3650 Blue Loop Lane				Arvin	CA	93203	USA
Dixieland, LLC	69 Wildwood Street,				Wilmington	MA	01887	USA
Dno Consulting Limited	3 Sheep Street, Highworth				Wiltshire	SN6 7AA		United Kingdom
Dnv Kema Renewables Inc	1501 4th Avenue Suite 900				Seattle	WA	98101	USA
Dobbs, Daniel	2 Cityplace Drive				St. Louis	MO	63141	USA
Dominion Energy	701 East Cary Street	20th Floor			Richmond	VA	23219	USA
Dominion Resources Inc.	120 Tredegar St				Richmond	VA	23219	USA
Dominion Solar Projects III, Inc.	120 Tredegar St				Richmond	VA	23219	USA
Donohue, Steven	2 Cityplace Drive				St. Louis	MO	63141	USA
Dotsolved Systems, Inc	5890 Stoneridge Dr., Ste 110				Pleasanton	CA	94588	USA
Drake, Alexander R	2 Cityplace Drive				St. Louis	MO	63141	USA
Duke Energy	PO Box 70515				Charlotte	NC	28272-0515	USA
Dynasolar Services, LLC	120 Pleasant Hill Avenue North	Suite 2			Sebastopol	CA	95472	USA
Dzienkowski, Karen	2 Cityplace Drive				St. Louis	MO	63141	USA
East Asia Institute Of Management Pte Ltd	9 AH Hood Road				Singapore	SG	329975	Singapore
Eastcoast Site Work, Inc.	c/o K. Johnson & Associates, LLC	Attn: Kristen E. Johnson	15 Chambers Bridge Road, Suite 23		Brick	NY	08723	USA
Ebert, William H	2 Cityplace Drive				St. Louis	MO	63141	USA
Eckert Seamans Cherin & Mellott LLC	Attn: Attorney Handling SunEdison matters	6 Grant Street			Pittsburgh	PA	15219	USA
Ecotricity Group Limited	Lion House	Rowcroft	Stroud		Gloucestershire		GL5 3BY	United Kingdom
Edf Energy Customer Field Services (Metering) Ltd	255 Broadway Bexleyheath				Kent		DA6 8ET	United Kingdom
Edf Energy Customer Field Services Gb	255 Broadway Bexleyheath				Kent		DA6 8ET	United Kingdom
Efacec Equipos Eléctricos S.L.	Natea Business Park	Avda. de la Industria n?4, Edificio 1,	Escalera 2, 2? C		Alcobendas		28108	Spain
Effective Environmental	945 E Pleasant Run Road				Lancaster	TX	75146	USA
Ehrhart, Lindsay	2 Cityplace Drive				St. Louis	MO	63141	USA
El-Azzi, Zeina	2 Cityplace Drive				St. Louis	MO	63141	USA
Eldor Contracting Corp.	30 Corporate Drive				Holtsville	NY	11742	USA
Electric Power Systems	2 Cityplace Drive				St. Louis	MO	63141	USA
Emera Incorporated	1894 Barrington Street	Barrington Tower			Halifax	NS	B3J 2A8	CA
Emmanuel T. Hernandez*	2 Cityplace Drive				St. Louis	MO	63141	USA
Employee Stock Purchase Plan	2 Cityplace Drive				St. Louis	MO	63141	USA
Enercon Technologies	PO Box 665				Gray	ME	04039	USA
Enertis Inc Usa	1750 Montgomery Street				San Francisco	CA	94111	USA
Enphase Energy	PO Box 204201				Dallas	TX	75320-4201	USA
Enterprise Fleet Management Customer Billing	Customer Billing	PO Box 889			Kansas City	MO	64180-0089	USA
Epic Home Solar	3807 Pasadena Ave #120				Sacramento	CA	95747	USA
Epic Home Solar-Solar	3807 Pasadena Ave #120				Sacramento	CA	95747	USA
Equilar Inc.	1100 Marshall St				Redwood City	CA	94063	USA
Erm-West, Inc.	1277 Treat Blvd., Suite 500				Walnut Creek	CA	94597	USA
Esa Renewables, LLC	4150 St. Johns Pkwy Ste 1000				Sanford	FL	32771	USA
Esm Power Limited	Attn: Peter White	Woodford House	44 North Farm Road	Scunthorpe, N Lincolnshire			DN17 2AY	United Kingdom
Eversource	One NSTAR Way SW 3087				Westwood	MA	02090	USA
EverStream Energy Capital Management LLC	101 California Street				San Francisco	CA	94111	USA
EverStream Solar Infrastructure Fund I GP LP	101 California Street				San Francisco	CA	94111	USA
EverStream Solar Infrastructure Fund I LP	21960 Minnetonka Boulevard	Suite 210			Excelsior	MN	55331	USA
Expeditors Canada Inc	610 Lambert Pointe Dr				Hazelwood	MO	63042	USA
Expeditors International Inc	610 Lambert Pointe Dr				Hazelwood	MO	63042	USA

SunEdison Inc.

Retained Causes of Action Listing

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 548, and 550 of the Bankruptcy Code

DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Eynon Weed Control	600 Airport Road				Oceanside	CA	92058	USA
F & F Electric, Inc.	4105 W Ironwood Hill Drive				Tucson	AZ	85745	USA
Fairbanks, Benjamin	2 Cityplace Drive				St. Louis	MO	63141	USA
Federal Express	Dept La				Pasadena	CA	91185	USA
Federman, Fran R.	2 Cityplace Drive				St. Louis	MO	63141	USA
Feeney Wireless LLC	PO Box 2549				Eugene	OR	97402	USA
Fersa Energias Renovables SA	Av. Navarra, 14				Badalona	Barcelona	8911	Spain
Fidelity Investments Institutional	P.O. Box 770002				Cincinnati	OH	45277	USA
Figuerola, Yves	2 Cityplace Drive				St. Louis	MO	63141	USA
Finch, Callan W	2 Cityplace Drive				St. Louis	MO	63141	USA
First American Title Company	2710 Meade Ctr Dr, Bldg 6, #120	Attn: FATSCD-41 Box 1266			Los Angeles	CA	90065	USA
Fischer, William J	2 Cityplace Drive				St. Louis	MO	63141	USA
Fisher Scientific Corp	13551 Collections Ctr Dr				Chicago	IL	60693	USA
Five Star Impact	13516 Palawan Way				Riverton	UT	84065	USA
Flannery, Margaret	2 Cityplace Drive				St. Louis	MO	63141	USA
Flex International Asia Pacific	c/o Curtis, Mallet-Prevost, Colt & Mosle LLP	Attn: Steven J. Reisman, Esq., James V. Drew, Esq.	& Cindi M. Giglio, Esq.	11 Park Avenue	New York	NY	10178-0061	USA
Flex Intl Europe B.V.	c/o Curtis, Mallet-Prevost, Colt & Mosle LLP	Attn: Steven J. Reisman, Esq., James V. Drew, Esq.	& Cindi M. Giglio, Esq.	11 Park Avenue	New York	NY	10178-0061	USA
Flextronics International	c/o Curtis, Mallet-Prevost, Colt & Mosle LLP	Attn: Steven J. Reisman, Esq., James V. Drew, Esq.	& Cindi M. Giglio, Esq.	11 Park Avenue	New York	NY	10178-0061	USA
Flextronics International Europe B.V.	c/o Curtis, Mallet-Prevost, Colt & Mosle LLP	Attn: Steven J. Reisman, Esq., James V. Drew, Esq.	& Cindi M. Giglio, Esq.	11 Park Avenue	New York	NY	10178-0061	USA
Fong, Kendall	2 Cityplace Drive				St. Louis	MO	63141	USA
Forever Green Landscaping	375 Harvard St.	Unit G			Leominster	MA	01453	USA
Forlexco	2920 N Green Valley Pkwy Ste 514				Henderson	NV	89014	USA
Foster Street Acquisition LLC	1881 Worcester Road Suite 200				Framingham	MA	01701	USA
Fraass, Scott P	2 Cityplace Drive				St. Louis	MO	63141	USA
Fraga, Bekierman E Cristiano Advoga	Rua Rodrigo Silva 26 3rd Floor				Rio De Janeiro	RJ	20.011-040	Brazil
Franchise Tax Board	PO Box 2952 MS A-340				Sacramento	CA	95812-2952	USA
Francisco Perez-Gundin*	2 Cityplace Drive				St. Louis	MO	63141	USA
Frank W. Nichols And Celestia	2045 North Main				Cedar City	UT	84721	USA
Frankenberg, John E	2 Cityplace Drive				St. Louis	MO	63141	USA
Franklin Shuttle	207 Seaciff Way				Richmond	CA	94801	USA
Fraser, Kathleen	2 Cityplace Drive				St. Louis	MO	63141	USA
Freewire Broadband LLC	7327 SW Barnes Rd Portland OR 97225-6119							
Friedell, Benjamin	2 Cityplace Drive				St. Louis	MO	63141	USA
Fromme, Ralph H	2 Cityplace Drive				St. Louis	MO	63141	USA
Fuhrman, Sean	2 Cityplace Drive				St. Louis	MO	63141	USA
Fuss & O'Neill	146 Hartford Raod				Manchester	CT	06040-5992	USA
Future Perfect Studios, Inc.	2969 Hearthstone Rd.				Ellicott City	MD	21042	USA
Fyrsoft LLC	2450 Louisiana #400-405				Houston	TX	77006	USA
Gaffey Inc	1436 N Duck Creek Rd				Cleveland	TX	77328	USA
Gailey, Blake J	2 Cityplace Drive				St. Louis	MO	63141	USA
Galloway, Michael R	455 9th St				Lakeport	CA	95453	USA
Garfield County Treasurer	109 8th Street	#24			Glenwood Springs	CO	81601	USA
Gary Cosh	185 Joslin Rd,				Burlington Flats	NY	13315	USA
General Electric Company	1 Old River Road				Schenactady	NY	12345	NY
General Supply Service Inc Dba: Gexpro	dba: GEXPRO	PO Box 844			Dallas	TX	75284	USA
Geocon West Inc	6960 Flanders Drive				San Diego	CA	92121-2974	USA
Georganne C. Proctor*	2 Cityplace Drive				St. Louis	MO	63141	USA
George Powell	2 Cityplace Drive				St. Louis	MO	63141	USA
Gestalt Collective Inc.	Megan Harris	79 Dewar Court			Milton	ON	L9T 5N8	Canada
Gexpro	P.O. Box No. 100275				Atlanta	GA	30384-0275	USA
Giese, Peter	2 Cityplace Drive				St. Louis	MO	63141	USA
Gillespie, Robert	2 Cityplace Drive				St. Louis	MO	63141	USA
Gilman, Hallie	2 Cityplace Drive				St. Louis	MO	63141	USA
Global Freight Solutions Inc.	1371 Charles Willard Street				Carson	CA	90746	USA
Global Power Gas & Electric LLC	2950 W Cypress Creek Rd Suite 100				Fort Lauderdale	FL	33309	USA
Global Resource Options, Inc	205 Billings Farm Road, Building				White River Junction	VT	05001	USA
Goldman, David S	2 Cityplace Drive				St. Louis	MO	63141	USA
Google Inc. Department No 33654	1600 Amphitheatre Pkwy				Mountain View	CA	94043-1351	USA
Gordon Handelsman	501 Pearl Dr				Saint Peters	MO	63376	USA
Gorman, Jeffrey	2 Cityplace Drive				St. Louis	MO	63141	USA
Grace, Eric P	2 Cityplace Drive				St. Louis	MO	63141	USA
Graf, Ricardo C	2 Cityplace Drive				St. Louis	MO	63141	USA
Granite State Solar, LLC	197 N Main Street				Concord	NH	03303	USA
Green Care Companies Inc	30100 Valley Center Rd				Valley Center	CA	92082	USA
Green Mountain Power	PO Box 1915				Brattleboro	VT	05302-1915	USA
Grey Global Group Inc.	303 2nd. Street, Suite 300 North				San Francisco	CA	94107	USA
Griffith, Roger	2 Cityplace Drive				St. Louis	MO	63141	USA
Grossman, Matthew R	2 Cityplace Drive				St. Louis	MO	63141	USA
Gsolutionz Inc	625 E Santa Clara Street	Suite 1			Ventura	CA	93001	USA
H & E Equipment Serv	11100 Mead Rd Ste 200				Baton Rouge	LA	70816	USA
H& H Transformer, Inc.	PO Box 273, 8075 Pontiac Street				Commerce City	CO	800370273	USA

SunEdison Inc.

Retained Causes of Action Listing

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DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
H&G Realty Trust	383 Main St				Dunstable	MA	01827	USA
Haavind As	Bygdoy Alle 2 Pb 359 Sentrum				Oslo		0101	Norway
Habitat Aid Ltd.	Hookgate Cottage				South BrewHand		BA10 0LQ	United Kingdom
Halbardi, Cory V	2 Cityplace Drive				St. Louis	MO	63141	USA
Halona, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Hambright Company	Shawn Scott Hambright	32683 Summersweet Dr			Winchester	CA	92596	USA
Hampton Tedder Electric Company	y MSS	PO Box 2128			Montclair	CA	91763	USA
Hand, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Handelsman, Gordon	2 Cityplace Drive				St. Louis	MO	63141	USA
Hanson Bridgett Marcus Vlahos	425 Market Street				San Francisco	CA	94105	USA
Harper, Lee A	2 Cityplace Drive				St. Louis	MO	63141	USA
Harris, Bryan	2 Cityplace Drive				St. Louis	MO	63141	USA
Hart, John L	2 Cityplace Drive				St. Louis	MO	63141	USA
Hawaii Medical Service Association	P.O. Box 29330				Honolulu	HI	96820	USA
Hawaiian Electric Company, Inc.	PO Box 2750				Honolulu	HI	96840-0001	USA
Haycock, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Hayward Area Recreation And Park District	1099 E Street				Hayward	CA	94541	USA
Hellmann Worldwide Logistics	10450 Doral Blvd.				Miami	FL	33178	USA
Henneberg, Tom William	2 Cityplace Drive				St. Louis	MO	63141	USA
Hertling, Gregory M	2 Cityplace Drive				St. Louis	MO	63141	USA
Hertz	Attn: President or General Counsel	929 W. La Cadena Dr.			Riverside	CA	92501	USA
Hewitt Associates LLC	P.O. Box 95135				Chicago	IL	60694-5135	USA
Hewlett Packard Co	1030 NE Circle Blvd				Corvallis	OR	97330	USA
Hodges-Mace, LLC	5775-D Glenridge Drive,				Atlanta	GA	30328	USA
Hoffman, Diana	2 Cityplace Drive				St. Louis	MO	63141	USA
Hoheim, Jacob	2 Cityplace Drive				St. Louis	MO	63141	USA
Hollett, Tess	2 Cityplace Drive				St. Louis	MO	63141	USA
Holloway, Michaelanne K	2 Cityplace Drive				St. Louis	MO	63141	USA
Honiton Energy Holdings Plc	15 Sloane Square	2nd Floor			London		SW1W 8ER	United Kingdom
Houston Ship Channel	111 East Loop North				Houston	TX	77029	USA
Hsef Gb	18 Whiteside Drive				Monkton South Ayrshire		KA9 2PU	United Kingdom
Hsef Seguridad Y Salud, S.L.	La Cala Mijas, Calanova Sea & Golf B1, A121				Mijas		29649	Spain
Hunton & Williams	200 Park Ave				New York	NY	10166	USA
Hupp, Joseph M	2 Cityplace Drive				St. Louis	MO	63141	USA
Hurley, Kenneth C	2 Cityplace Drive				St. Louis	MO	63141	USA
Hwang Mok Park Pc	2-KA Taepyeong-RO120	Chung-Ku			Seoul	KR	100-724	South Korea
Hybrid Electric Building Technologies Irvine 2, LLC	461 2nd Street	Suite 452			San Francisco	CA	94107	USA
Iadarola, Carmine Dave	2 Cityplace Drive				St. Louis	MO	63141	USA
Ibm Credit Corp	1133 Westchester ave				White Plains	NY	10604	USA
Ideematec Deutschland GmbH	Neusling 9A,				Wallerfing	DE	94574	Germany
Ilan Daskal	2 Cityplace Drive				St. Louis	MO	63141	USA
Imperial County Treasurer- Tax Collector Mss	Collector MSS	94 W. Main Street, Suite 16			El Centro	CA	92243	USA
Industrial Specialty Services	91473 Collections Center Dr				Chicago	IL	60693	USA
Inelsa Uk, Ltd	Atnt: Veronica Miguez Magdalena	3 More London Riverside			London		SE1 2RE	United Kingdom
Infinity Energy, Inc.	1108 Tinker Road Suite 150				Rocklin	CA	95765	USA
Ingenieria Mecano S.L.	Avenida Canovas del Castillo	no 6, 1st planta			Malaga		29016	Spain
Inland Revenue Authority of Singapore	55 Newton Road,				Revenue House		307987	Singapore
Inmata Solutions Inc	42840 Christy Steel Suite 206				Fremont	CA	94538	USA
Innovative Structural Engineering Md, Inc.	Engineering MD, INC.	3 South Main Street			Bel Air	MD	21014	USA
Instalaciones Negratin SI	Calle Capileira 14	Poligono Industrial Del Juncaril			Peligros		18210	Spain
Integra Enclosures, Inc.	Post Office Box 1870				Mentor	OH	44061	USA
Interior Architects, Inc	500 Sansome Street, 8th Floor				San Francisco	CA	94111	USA
International Equipment Leasing Inc	PO Box 150				Avenel	NJ	07001	USA
International Fidelity Insurance	1111 Raymond Blvd				Newark	NJ	07102	USA
Irrevocable Trust Of William B	9190 West Olympic Boulevard,	Suite 49			Beverly Hills	CA	90212	USA
Irvine, James R	2 Cityplace Drive				St. Louis	MO	63141	USA
Jabil Assembly Poland Sp. Z.O.O	UL. Lotnicza 2				Kwidzyn	PL	82-500	Poland
Jackie Denney - Kcttc	1115 Truxton Ave 2nd Flr				Bakersfield	CA	93301-4639	USA
Jadid, Ray	2 Cityplace Drive				St. Louis	MO	63141	USA
James B. Williams*	2 Cityplace Drive				St. Louis	MO	63141	USA
James W Scarrow PLLC	4631 Chesapeake Street NW				Washington	DC	20016	USA
Jan Pro Cleaning Sys	15714 SW 72nd Ave				Portland	OR	97224	USA
Jane Middaugh	P O Box 474				Belmont	CA	94002	USA
Jefferson County Treasurer	100 Jefferson County Pkwy 2520				Golden	CO	80419-2520	USA
Jensen, David	2 Cityplace Drive				St. Louis	MO	63141	USA
Jensen, Stanley	2 Cityplace Drive				St. Louis	MO	63141	USA
Jeremy Avenier*	2 Cityplace Drive				St. Louis	MO	63141	USA
Jeremy Derek Carter	2445 S View Parkway				Yuma	AZ	85365	USA
Jgsullivan Interactive	1600 Golf Road Suite 1200	Corporate Center			Rolling Meadows	IL	60008	USA
Jiang Yin Free Newenergy Electric Power Investment Co.,Ltd	2 Cityplace Drive				St. Louis	MO	63141	USA
Jinneng Clean Energy Technology Ltd	Attn: President or General Counsel	No. 1			Lyliang City		032100	China

SunEdison Inc.

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Jive Software	915 SW Stark Street Suite 200				Portland	OR	97205	USA
John Joven	2 Cityplace Drive				St. Louis	MO	63141	USA
Johns Ben / Johns Benjamin	2235 Banbury Circle				Roseville	CA	95661	USA
Johnson Design And Construction Inc.	4830 Calle Alto, Suite G				Camarillo	CA	93012	USA
Jones, David	2 Cityplace Drive				St. Louis	MO	63141	USA
Jordan, Daniel J	2 Cityplace Drive				St. Louis	MO	63141	USA
Joseph David Construction & Contracting Co.,Inc.	405 Pennsylvania Avenue				Linden	NJ	07036-2870	USA
Joseph Mantisi	9 Kimberly Ann Dr.				Rochester	NY	14606	USA
Joyce/Dayton Corp.	PO Box 635789				Cincinnati	OH	45263-5789	USA
Juan Kutz Azqueta Notario	C/ Velazquez 112-3º				MADRID			Spain
Julia Blunden	2 Cityplace Drive				St. Louis	MO	63141	USA
Kakareka, Natalie	2 Cityplace Drive				St. Louis	MO	63141	USA
Kane, Sara	2 Cityplace Drive				St. Louis	MO	63141	USA
K-Designers	2440 Gold River Rd	Ste 1			Gold River	CA	95670	USA
Kelly Receivables Funding LLC.	999 West Big Beaver Road				Troy	MI	48084	USA
Kelly, Matthew D	2 Cityplace Drive				St. Louis	MO	63141	USA
Khalifeh & Partners Lawyers	Attn: Attorney Handling SunEdison matters	Khalifeh Complex	Ibn Arabi St 3				11181	Jordan
Kim & Chang	Naaja-Dong Jongno GU223				Seoul	KR	110720	South Korea
Kingsbridge Holdings LLC	150 N Filed Drive Suite 193				Lake Forest	IL	60045	USA
Kipp Zonen Usa Inc	125 Wilbur Place				Bohemia	NY	11716	USA
Kirkland & Ellis LLP and its affiliates	300 North LaSalle				Chicago	IL	60654	USA
Klavens Law Group, P.C.	420 Boylston Street,	5th Floor			Boston	MA	02116	USA
Klb Group Performance Everyday, S.L	dba KLB Group				Santa Cugat del Valles		08174	Spain
Knowlton Farm Nominee Trust	43 Estabrook Ave.				Grafton	MA	01519	USA
Koh Boon Hock	2 Cityplace Drive				St. Louis	MO	63141	USA
Kollengode Gopal	3002 Whisperwave Cir				Redwood City	CA	94065	USA
Kumar, Sanjeev*	2 Cityplace Drive				St. Louis	MO	63141	USA
Kunderer, Anthony J	2 Cityplace Drive				St. Louis	MO	63141	USA
Kuzlik, Robert A	7706 N. 17th Place				Phoenix	AZ	85020	USA
Ky Huynh	316 Casselino Drive				San Jose	CA	95136	USA
La Flash Consulting LLC	Harold O. LaFlash	326 Denton Ct.			Pleasanton	CA	94566	USA
LA Power Center Corp	9862 Glenoaks Blvd				Sun Valley	CA	91352	USA
La Power Center Corp - Authorized Installer-Solar	9862 Glenoaks Blvd				Sun Valley	CA	91352	USA
LA Solar Group, Inc	16238 Raymer St				Los Angeles	CA	91406	USA
Lachance, Barrett	2 Cityplace Drive				St. Louis	MO	63141	USA
Lafayette Center LLC	2 Chabot St.				Westbrook	ME	04092	USA
Larkin, Daniel	2 Cityplace Drive				St. Louis	MO	63141	USA
Latin America Power Holding Bv	Cerro el Plomo 5680	Piso 12 Oficina 122	Las Condes		Santiago	Región Metropolitana		Chile
Lauritzen, Anna	2 Cityplace Drive				St. Louis	MO	63141	USA
Law Office Of Melissa Harms	Attn: Attorney Handling SunEdison matters	7 Larkspur Landing Cir #199			Larkspur	CA	94939	USA
Lazarus, Rebecca	2 Cityplace Drive				St. Louis	MO	63141	USA
Lbf-94, Lc	4565 Lake Creek Farms Rd.				Heber City	UT	84032	USA
Leap Consulting	111 Chester Avenue				Toronto	ON	M4K 2Z8	Canada
Leblanc, Arthur	2 Cityplace Drive				St. Louis	MO	63141	USA
Leo L. Koppelman, Jr.	45737 Pelican Lane				Cleveland	MN	56017	USA
Leong, Angie	2 Cityplace Drive				St. Louis	MO	63141	USA
Leschaco Inc	15355 Vantage Parkway W Ste 195				Houston	TX	77032	USA
Lewis, Nathan	2 Cityplace Drive				St. Louis	MO	63141	USA
Leyden, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Liberty Power-Nvt	1901 W Cypress Creek Road Ste 600				Fort Lauderdale	FL	33303	USA
Life Insurance Company Of North	1601 Chestnut St				Philadelphia	PA	19192	USA
Linde Electronics	88299 Expedite Way				Chicago	IL	60695-0001	USA
Linde Electronics And Specialty Gas	88299 Expedite Way				Chicago	IL	60695-0001	USA
Linton, Robert	2 Cityplace Drive				St. Louis	MO	63141	USA
Little, Ruel	2 Cityplace Drive				St. Louis	MO	63141	USA
Lockton Companies LLC	7 Times Square Tower Ste 3802				New York	NY	10036	USA
Locus Energy, LLC	2 Hudson Place Floor 6				Hoboken	NJ	07030	USA
Long Island Solar Solutions Inc	22 Holiday Park Drive				Centereach	NY	11720	USA
Lookingpoint Inc	391 Taylor Blvd Ste 120				Pleasant Hill	CA	94523	USA
Lopez, Juan A	2 Cityplace Drive				St. Louis	MO	63141	USA
Lori Erickson	2 Cityplace Drive				St. Louis	MO	63141	USA
Los Angeles County Tax	Collector	PO Box 5418			Los Angeles	CA	90054-0018	USA
Lovett Inc	6920 NE 42nd Ave				Portland	OR	97286	USA
LP Daniel Engineers & Contractors Inc.	1347 Tavern Rd,				Alpine	CA	91901-3853	USA
Lucas Enviornmental, LLC	67 Coddington Street	Suite 24			Quincy	MA	02169	USA
Lvnet LLC	2595 Fremont Street				Las Vegas	NV	89104	USA
M Bar C Construction Inc.	Attn: Shannon Niestas	674 Rancheros Dr			San Marcos	CA	92069-3005	USA
M.A. Mortenson Company	700 Meadow Ln N				Minneapolis	MN	55422-4817	USA
Macqueen, Aaron	2 Cityplace Drive				St. Louis	MO	63141	USA
Madison Dearborn Partners, LLC and other shareholders	70 W Madison St	#4600			Chicago	IL	60602	USA
Majjiga, Jithender	2 Cityplace Drive				St. Louis	MO	63141	USA

SunEdison Inc.

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Makani Nui Associates, LLC	2158 MAIN STREET	SUITE 202			WAILUKU	HI	96793	USA
Manavendra Sial*	2 Cityplace Drive				St. Louis	MO	63141	USA
Manufacturas Braux S.L	Paseo Arco de Ladrillo, 88 planta 1				Valladolid		47008	Spain
Maricopa County	501 N 44th Street	Suite 2			Phoenix	AZ	85008	USA
Mark Group Management	70 Boston Road				Leicester		LE4 1AW	United Kingdom
Marshall & Stevens Inc.	355 S. Grand Avenue, Suite 1750				Los Angeles	CA	90071	USA
Marshall Hayes	2 Cityplace Drive				St. Louis	MO	63141	USA
Martin Truong*	2 Cityplace Drive				St. Louis	MO	63141	USA
Martin, Alexander	2 Cityplace Drive				St. Louis	MO	63141	USA
Martinez Acosta, Armando	2 Cityplace Drive				St. Louis	MO	63141	USA
Martinez Enriquez, Francisco J	2 Cityplace Drive				St. Louis	MO	63141	USA
Masek, Michael J	2 Cityplace Drive				St. Louis	MO	63141	USA
Matheson, George Ed	P.O. Box 1406				Anahuac	TX	77514	USA
Matina, Tiara F	2 Cityplace Drive				St. Louis	MO	63141	USA
Matlock, Cory Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Matthew Herzberg*	2 Cityplace Drive				St. Louis	MO	63141	USA
Mattioli, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Mawhinney, Luke	2 Cityplace Drive				St. Louis	MO	63141	USA
Mccann, Craig	2 Cityplace Drive				St. Louis	MO	63141	USA
Mccarthy Building Companies Inc	Companies Inc	1341 North Rock Hill Road			St. Louis	MO	63124	USA
Mccurdy, Brian	2 Cityplace Drive				St. Louis	MO	63141	USA
Mcguire, Dennis S	2 Cityplace Drive				St. Louis	MO	63141	USA
Mchugh, Michael W	2 Cityplace Drive				St. Louis	MO	63141	USA
McLaughlin, Rachel	2 Cityplace Drive				St. Louis	MO	63141	USA
Mcmillan, Jeffrey	2 Cityplace Drive				St. Louis	MO	63141	USA
Mercer (Us) Inc.	4 Embarcadero Ctr Ste 400				San Francisco	CA	94111	USA
Meridian Imaging Solutions	5775 General Washington Drive				Alexandria	VA	22312	USA
Merrilees, Craig	366 6th St.				Lake Oswego	OR	97304-2933	USA
Messer, Shane	2 Cityplace Drive				St. Louis	MO	63141	USA
Michael A Kast	2 Cityplace Drive				St. Louis	MO	63141	USA
Michael Alvarez	P. O. Box 1530				Ross	CA	94957	USA
Microsoft Licensing Gp	c/o Bank of America	Atn: Lockbox 842467	195 N. Stemmons Fwy, Ste 51		Dallas	TX	75207	USA
Mike Lysiak	7430 Chateau Ridge				Riverside	CA	92506	USA
Mike Owen Fabrication, Inc.	144 E. Norris Rd.				Bakersfield	CA	93308	USA
Miller Bros Solar LLC	301 Alan Wood Road				Conshohocken	PA	19428	USA
Mobile Mini, Inc.	Dept La 7144				Pasadena	CA	91185-7144	USA
Mobile Modular	4445 E Sam Houston Pkwy S				Pasadena	CA	77505	USA
Modsolar LLC	211 N. 13th Street	4th Floor			Philadelphia	PA	19107	USA
Modular Space Corporation	12603 Collection Center Dr				Chicago	IL	60693	USA
Monzon, Jose	2 Cityplace Drive				St. Louis	MO	63141	USA
Moore Mcneil LLC	2002 Richard Jones RD A307				Nashville	TN	37215-9998	USA
Moore-Mcneil, LLC	2002 Richard Jones Rd, Suite 307A				Nashville	TN	37215-9998	USA
Moradi Family Trust	c/o Shoreline Law Corp.	Attn: Andrew Pauly	1299 Ocean Ave, Ste. 4,		Santa Monica	CA	90401-1007	USA
Mortenson Construction	700 Meadow Lane N				Minneapolis	MN	55422	USA
Mount Saint Mary'S Abbey	300 Arnold Street				Wrentham	MA	02093	USA
Mp Alternative Energy	Main Road No. 2	Urja Bhawan	Shivaji Nagar		Bhopal	Madhya Pr	462016	India
Mp Km Golding Ltd	The Nest, Butts Ln				Rodney Stoke	Cheddar	BS27 3UW	United Kingdom
Mulcahy, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Multnomah County Tax Collector	Assessment, Recording & Taxation	P.O. Box 2716			Portland	OR	97208-2716	USA
Murdock, Wade	2 Cityplace Drive				St. Louis	MO	63141	USA
My Le	2 Cityplace Drive				St. Louis	MO	63141	USA
My Nguyen	4297 Delacroix Court				San Jose	CA	95135	USA
Nagase America Corporation, California Branch	2880 Lakeside Drive Suite 320				Santa Clara	CA	95054	USA
Nageswara Kota	3000 N South St				Pasadena	TX	77503	USA
Namaste Solar	4571 Broadway St.				Boulder	CO	80304	USA
National Grid	Massachusetts Electric Company	4 Sylvan Road			Waltham	MA	02451	USA
Negratin Renewable SI	C/ Capileira 14, Pgno. Ind. Juncaril				Peligos		18210	Spain
Neo Solar Power	7 Li-Hsin 3rd Rd	Hsinchu Science Park			Hsinchu		30078	Taiwan
Neva Corp	11350 Brittmoore Park Dr				Houston	TX	77041	USA
Next Phase Solar Inc	2802	1th Street			Berkeley	CA	94710	USA
NexTracker, Inc.	6200 Paseo Padre Pkwy				Fremont	CA	94555	USA
Nguyen, My	2 Cityplace Drive				St. Louis	MO	63141	USA
Nice Payroll Pte Ltd	02-01 One Fullerton				Singapore	SG	049213	Singapore
Nicholas, Norman	2 Cityplace Drive				St. Louis	MO	63141	USA
Nmhg Financial Services Inc	10 Riverview Dr				Denbury	CT	06810	USA
North Kern State Prison	2737 W Cecil Ave				Delano	CA	93215	USA
Northern States Metals	Post Office Box 285				Brattleboro	VT	05320-0285	USA
Nova Partners Group Inc	1090 Water View Lane				Suwanee	GA	30024	USA
Novak, Lawrence B	2 Cityplace Drive				St. Louis	MO	63141	USA
NV Construction Inc. DBA GNRG Solar	15013 Califa St				Van Nuys	CA	91411	USA
NY State Processing Center	State Processing Center	PO Box 61			Albany	NY	12261	USA

SunEdison Inc.

Retained Causes of Action Listing

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DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Nyovanie, Prosper	2 Cityplace Drive				St. Louis	MO	63141	USA
NYSE Market	5560 New North Drive				Atlanta	GA	30328	USA
Oak Leaf Energy Partners Ohio, LLC	Attn: President or General Counsel	2645 E 2nd Ave	Ste 26		Denver	CO	80206-4752	USA
O'Brien, Kelly	2 Cityplace Drive				St. Louis	MO	63141	USA
OI Analytical/Xylem Inc.	1 International Drive				Rye Brook	NY	10573	USA
Olsted, Nicholas R	2 Cityplace Drive				St. Louis	MO	63141	USA
Omni Logistics, Inc.	15912 International Plaza Drive				Houston	TX	77032	USA
Omni Valley Construction Corp	9042 Independence Ave				Canoga Park	CA	91304	USA
ON Search Partners	6240 SOM Center Rd Suite 230				Solon	OH	44139	USA
Oneenergy Development, LLC	101 Yesler Way	Suite 41			Seattle	WA	98104	USA
Onlych1Ld Ltd	1075 Adams Street				Denver	CO	80206	USA
Orbis Terrarum Projects	C/Cronos 20,P-3, L-6				Madrid		28037	Spain
Otoole Design Associates	2150 Schuetz Rd Suite 205				Saint Louis	MO	63146	USA
Otr Nominee Of State Teachers Retir	Retirement System	P.O. Box 633176			Cincinnati	OH	45263-3176	USA
Otr Nominee Of State Teachers Retirement System	Retirement System	P.O. Box 633176			Cincinnati	OH	45263-3176	USA
Oxford Global Resources, Inc.	PO Box 3256				Boston	MA	02241-3256	USA
Pacific Gas And Electric Company	77 Beale St				San Francisco	CA	94105	USA
Pacific Industrial Electric	PO Box 9788				Brea	CA	92822-9788	USA
Pacificorp	Attn: President or General Counsel	825 NE Multnomah St.	Ste 3		Portland	OR	97232-2135	USA
Pagliarulo, Laura	2 Cityplace Drive				St. Louis	MO	63141	USA
Paksoy Ortak Avukat Burosu	Sun Plaza Bilim Sok No:5 Kat:14				Maslak	Maslak	34398	Turkey
Panel Claw, Inc	1600	Osgood St#223			North Andover	MA	01845	USA
Panerali, Kristen	2 Cityplace Drive				St. Louis	MO	63141	USA
Paredes, Ismael	2 Cityplace Drive				St. Louis	MO	63141	USA
Park, Robin	2 Cityplace Drive				St. Louis	MO	63141	USA
Pashupathy Shankar Gopalan	2 Cityplace Drive				St. Louis	MO	63141	USA
Patterson Consulting, Ltd.	2112 W. Galena Blvd.	Ste. 8-433			Aurora	IL	60506	USA
Paul D. Nesvold	3995 Quaaas Ave.				Watertown	MN	55388	USA
Paul Gaynor	2 Cityplace Drive				St. Louis	MO	63141	USA
Paul Gendron	2 Cityplace Drive				St. Louis	MO	63141	USA
Pavia E Ansaldo Studio Legale	Dell'Annunciata, 7				Milano	MI	20121	Italy
Pc Housing Inc	8525 Camino Santa Fe Ste G				San Diego	CA	92121	USA
Perkin Elmer	13633 Collections Center Dr				Chicago	IL	60693-0136	USA
Peter Blackmore*	2 Cityplace Drive				St. Louis	MO	63141	USA
Peterson, Karen	2 Cityplace Drive				St. Louis	MO	63141	USA
Pierce, Spencer Marie	2 Cityplace Drive				St. Louis	MO	63141	USA
Pinsent Masons	50/F Central Plaza, 18 Harbour Road				Hong Kong			Hong Kong
Plaisted, Joshua	2 Cityplace Drive				St. Louis	MO	63141	USA
Plymouth Sand & Gravel, LLC	61, Camelot Dr				Plymouth	MA	02360	USA
Polk County Tax Collector	Clark, Campbell, Lancaster & Munson, P.A.	Attn: Tim Campbell	5 South Florida Avenue, Suite 8		Lakeland	FL	33801	USA
Pope, Steven A.	2 Cityplace Drive				St. Louis	MO	63141	USA
Port Terminal Railroad	8934 Manchester St				Houston	TX	77012	USA
Portland General Electric	2 World Tlade Ctr				Portland	OR	97201	USA
Power Electronics Corp.	Irene Sanhermelando Rodriguez	Leonardo Da Vinci 24-26, P.T. Paterna			Valencia		46980	Spain
Power Electronics Corp. Uk Ltd.	Irene Sanhermelando Rodriguez	Leonardo Da Vinci 24-26, P.T. Paterna			Valencia		46980	Spain
Power Electronics Usa, Inc.	Irene Sanhermelando Rodriguez	Leonardo Da Vinci 24-26, P.T. Paterna			Valencia		46980	Spain
Power, Donald	2 Cityplace Drive				St. Louis	MO	63141	USA
Powerguard Speciality Insurance Ser	135 Main Street 21St Floor				San Francisco	CA	94105	USA
Prater, Paula	2 Cityplace Drive				St. Louis	MO	63141	USA
Prime Source Solar LLC	7 Cedar Street				Ramsey	NJ	07446	USA
Pro Line Shipping Inc	9940 Baldwin Place				El Monte	CA	91731	USA
Pro Tech Energy Solutions LLC	215 Executive Drive				Moorestown	NJ	08057	USA
Prologis Perth Amboy Associates, LLC	Pier 1, Bay 1				San Francisco	CA	94111	USA
Prosolia Siglo Xxi	Pol. Ind. San Viconic Ctra.	Ontinyent			San Vicente		46870	Spain
Pryor, Christopher	2 Cityplace Drive				St. Louis	MO	63141	USA
Psnj Holdings LLC	12500 Baltimore Ave				Beltsville	MD	20705	USA
Public Service Electric & Gas Company Attention: Grag Pizarek	Company Attention: Grag Pizarek	8 Park PL, MCT-8			Newark	NJ	07102	USA
Puntigan, Steven T	2 Cityplace Drive				St. Louis	MO	63141	USA
Pure Power Systems, Inc.	50 Harrison St STE 210				Hoboken	NJ	07030-6087	USA
PV Guru Inc.	1444 17th St	Ste 2			Santa Monica	CA	90404	USA
Qe Solar LLC	16 South Ave West, # 207				Cranford	NJ	07016	USA
Quanta Power Generation, Inc.	Bank of America	P.O. Box 847275			Dallas	TX	75284-7275	USA
Quantum Utility Generation, LLC	1401 McKinney St # 1880				Houston	TX	77010	USA
Quick Systems Inc.	1400 Oakmont Pl				Pittsburg	CA	94565	USA
R. M. Young Company	2801 Aero Park Drive				Traverse City	MI	49686	USA
Radiance Solar, LLC	916 Joseph E. Lowery Blvd,	NW, Suite 2			Atlanta	GA	30318	USA
Raeder, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Raghunathan, Rohini	2 Cityplace Drive				St. Louis	MO	63141	USA
Randy H. Zwirn*	2 Cityplace Drive				St. Louis	MO	63141	USA
Rbi Solar Inc	5513 Vine Street				Cincinnati	OH	45217	USA
Rc Hunt Electric Inc.	Attn: Jeff Kuehndahl	1863 W Alexander St			West Valley City	UT	84119-2038	USA

SunEdison Inc.

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Reallygreatrate Inc	2041 Rosecrans Suite 320				El Segundo	CA	90245	USA
Rebecca Cranna*	2 Cityplace Drive				St. Louis	MO	63141	USA
Recchia, Steven	2 Cityplace Drive				St. Louis	MO	63141	USA
Reckord, Kevin J	2 Cityplace Drive				St. Louis	MO	63141	USA
Red River Island	c/o William B. Finkelstein	Dykema Cox Smith	1717 Main Street Suite 42		Dallas	TX	75201	USA
Red River Island View LLC	1125 Ocean Ave.				Lakewood	NJ	08701	USA
Redcat Systems LLC	2344 Spruce St, STE A				Boulder	CO	80302	USA
Redmond, Christian D	2 Cityplace Drive				St. Louis	MO	63141	USA
Regus Management LLC	15305 Dallas Parkway Suite Addiso	91 Main St,			Dallas	TX	75202	USA
Reliant Labs, Inc.	925 Thompson Place				Sunnyvale	CA	94085	USA
Renewable Energy Test Center	Attn: President or General Counsel	46457 Landing Parkway			Fremont	CA	94538	USA
Renfert, Christine J	2 Cityplace Drive				St. Louis	MO	63141	USA
Resor N.V.	Attn: Attorney Handling SunEdison matters	PO Box 75965	17 AZ		Amsterdam			The Netherlands
Retc, LLC	46457 Landing Parkway				Fremont	CA	94538	USA
Revelation Solar Panel	Cleaning	6185 Magnolia Ave., Ste 26			Riverside	CA	92506	USA
Ricardo Aea Ltd	Gemini Building Fermi Avenue				Harwell		OX110QR	United Kingdom
Richard F Greene And Barbara A	8 Warner Street				Belchertown	MA	01007	USA
Richardson, Don D	2 Cityplace Drive				St. Louis	MO	63141	USA
Riggs Distler & Co Inc	P.O. Box 71592				Chicago	IL	60694-1592	USA
Rik Gadhia*	2 Cityplace Drive				St. Louis	MO	63141	USA
Ritch, Mueller, Heather Y Nicolau	Bldv Manuel Avila Camacho 24	Piso 2 Lomas De Chapultepec			Mexico City			Mexico
Robert H. Busler	209 Mount Vernon Ave,				Chestertown	MD	21620	USA
Roger B. Brown	3 Hickory Grove				Macomb	IL	61455	USA
Rohm, Matthew N	2 Cityplace Drive				St. Louis	MO	63141	USA
Rosales, Kevin D	2 Cityplace Drive				St. Louis	MO	63141	USA
Rounds, Colin	2 Cityplace Drive				St. Louis	MO	63141	USA
Rubcich, Marc	2 Cityplace Drive				St. Louis	MO	63141	USA
Ruffell, Michael Lee	2 Cityplace Drive				St. Louis	MO	63141	USA
Russell, Miles	2 Cityplace Drive				St. Louis	MO	63141	USA
Russo, Stefano M	2 Cityplace Drive				St. Louis	MO	63141	USA
S3 Power	PO Box 856				Norwood	MA	02062	USA
Safeco Electric Inc.	301 Toland Street				San Francisco	CA	94124	USA
Safway Services LLC	P.O. Box 843766				Los Angeles	CA	90084-3766	USA
Salehian, Afshin	2 Cityplace Drive				St. Louis	MO	63141	USA
Samuel Mdanahan	2 Cityplace Drive				St. Louis	MO	63141	USA
San Bernardino County Tax Collector	Collector	172 W. Third Street, First Floor			San Bernardino	CA	92415-0360	USA
Sankaran, Ravi	2 Cityplace Drive				St. Louis	MO	63141	USA
Santerno Inc. Mss	2505 International Pkwy				Virginia Beach	VA	23452	USA
Sasan Aminpour	2 Cityplace Drive				St. Louis	MO	63141	USA
Scher, Clifton B	2 Cityplace Drive				St. Louis	MO	63141	USA
Schneider, Cody	2 Cityplace Drive				St. Louis	MO	63141	USA
Schneiders & Schneiders	779 Washington St				Canton	MA	02021	USA
School Project For Utility Rate Reduction ("Spurr")	313 West Winton Ave.				Hayward	CA	94544-1136	USA
Schulte, Lynette Michele	2 Cityplace Drive				St. Louis	MO	63141	USA
Schweitzer Engineering Lab Inc	2350 NE Hopkins Court				Pullman	WA	99163	USA
Scott Edwards	2 Cityplace Drive				St. Louis	MO	63141	USA
Sebastian Deschler*	2 Cityplace Drive				St. Louis	MO	63141	USA
Sepratech Corp	3143 S Burnside Ave				Gonzales	LA	70737	USA
Serrano, Manuel Misael	2660 S Tensleep				Yuma	AZ	85365	USA
Sgurrenergy Ltd	225 Bath Street				Glasgow		G2 4GZ	United Kingdom
Shafer Landfill Trust	c/o de maximis, inc.	45 Montbrook Lane			Knoxville	TN	37919	USA
Shah, Anish	2 Cityplace Drive				St. Louis	MO	63141	USA
Shah, Pranav	2 Cityplace Drive				St. Louis	MO	63141	USA
Shane Deaton	2 Cityplace Drive				St. Louis	MO	63141	USA
Shickles, Angela Sue	2 Cityplace Drive				St. Louis	MO	63141	USA
Shill, Cody	2 Cityplace Drive				St. Louis	MO	63141	USA
Shine Up Solar LLC	4177 Worthington Drive,				North Highlands	CA	95660	USA
Shinsung	8 Daewangpangyo-ro 395				Bundang-Gu Seongnam-siGyeonggi,		463-420	South Korea
Shinsung Solar Energy Co.Ltd.	8 Daewangpangyo-ro 395				Bundang-Gu Seongnam-siGyeonggi,		463-420	South Korea
Siegel, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA
Siemens Industry, Inc.	100 Technology Drive	Leigh-Anne Best, Sr. Accountant			Alpharetta	GA	30005	USA
Siemens Plc	Princess Road, Princess Parkway				Manchester		M20 2UR	United Kingdom
Singletary Farm LLC	750 Richardson Road				Bladenboro	NC	28320	USA
Sino-American Silicon Products Inc.	No. 8. Industrial East Road 2	Hsinchu Science Park			Hsinchu		30078	Taiwan
Skyblue Solar-Nvt	16 Moorside Rd				West Cross	SA3 5EY		United Kingdom
Slack, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Sma America, LLC	Attn: Max Mayer	62 West Oaks Boulevard	Ste 3		Rocklin	CA	95765	USA
Smith, David L	2 Cityplace Drive				St. Louis	MO	63141	USA
Smith, Ian	2 Cityplace Drive				St. Louis	MO	63141	USA
Smith, Patrick S	2 Cityplace Drive				St. Louis	MO	63141	USA
Smith, Thomas	2 Cityplace Drive				St. Louis	MO	63141	USA

SunEdison Inc.

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Snowline Joint Unified School District/ Attn: Andrea Mendoza	District/ Attn: Andrea Mendoza	PO Box 296			Phelan	CA	92329-6000	USA
Solamerica Energy Services, LLC	1100 Peachtree Street, Suite 2800				Atlanta	GA	30309	USA
Solaredge Technologies, Inc.	47505 Seabridge Drive				Fremont	CA	94538	USA
Solaria Corporation	6200 Paseo Padre Parkway				Fremont	CA	94555	USA
Solarpack Corporacion Technologica.	Avenida de Algorta 16, 3º	Getxo			Biscay		48992	Spain
Solarview Inc. (Authorized Installer)-Nvt	1201 Elm Street, Suite 3200				Dallas	TX	75270	USA
Solon Corporation	Attn: President or General Counsel	695 S. Country Club Road			Tucson	AZ	85756	USA
Solvchem Inc	1904 Mykawa				Pearland	TX	77581	USA
Sonnex France SAS	5 Rue De La Roberdiere				Rennes		35000	France
Southern California Edison	Attn: President or General Counsel	2425 S Blackstone Street			Tulare	CA	93274	USA
Southwest Quartz, Ltd.	6024 Williams Dr # 110				Georgetown	TX	78633	USA
Sparkmeter, Inc.	1616 H St Nw Suite 900				Washington	DC	20006	USA
Spectrum Energy, Inc - Authorized Installer-Nvt	3081 Route 73 S				Maple Shade	NJ	08052	USA
Speedway Commerce Center LLC	Unit No. 41	P.O. Box 5			Portland	OR	97208-5000	USA
Spencer J. Carlsen	26 Serene Court				Danville	CA	94526	USA
Spencer Odgen Ltd	33 Charlotte Street				London	LO	W1T1RR	United Kingdom
SPG Solar, Inc.	1039 N McDowell Blvd Suite B				Petaluma	CA	94954	USA
Spivey, Charles E	2 Cityplace Drive				St. Louis	MO	63141	USA
Spradlin, Randall	2 Cityplace Drive				St. Louis	MO	63141	USA
Scop Properties, LLC	50 West Liberty Street,	Suite 9			Reno	NV	89501	USA
Standard Solar Inc	1355 Piccard Drive	Suite 3			Rockville	MD	20850	USA
Starhub Ltd	67 Ubi Avenue 1, #05-01 StarHub Gree				Singapore			Singapore
State Of Hawaii Dept. Of Taxation	Department of Taxation	PO Box 1425			Honolulu	HI	96806-1425	USA
Steel Connections, Inc.	43287 Brookway Dr				Temecula	CA	92592	USA
Stephen Cerrone	2 Cityplace Drive				St. Louis	MO	63141	USA
Stephen O'Rourke	2 Cityplace Drive				St. Louis	MO	63141	USA
Stephen, Sunil	2 Cityplace Drive				St. Louis	MO	63141	USA
Stephenson, Robert S	2332 Brazoria Road				Lake Jackson	TX	77566	USA
Stepp, Ryan	2 Cityplace Drive				St. Louis	MO	63141	USA
Steven Tesoriere*	2 Cityplace Drive				St. Louis	MO	63141	USA
Stevens, Douglas	2 Cityplace Drive				St. Louis	MO	63141	USA
Stewart, Joel	2 Cityplace Drive				St. Louis	MO	63141	USA
Stone Roofing Company, Inc.	730 N. Coney Avenue				Azusa	CA	91702	USA
Storrusten, Josh	2989 Vera Cruz				Corona	CA	92882	USA
Stowell, Don	2 Cityplace Drive				St. Louis	MO	63141	USA
Stowell, Jesse W	2 Cityplace Drive				St. Louis	MO	63141	USA
Subino Business Solutions	Bibek Das	49 Hopyard Road #1			Pleasanton	CA	94588	USA
Subsidiaries of Dominion Solar Projects III, Inc.	120 Tredgegar St				Richmond	VA	23219	USA
Sullivan, Jason Paddock	2 Cityplace Drive				St. Louis	MO	63141	USA
Sullivan, Peter	2 Cityplace Drive				St. Louis	MO	63141	USA
Sun Power Corporation Systems	Systems	PO Box 6			San Francisco	CA	94160	USA
SunE Pleasant Valley SP Owner LLC	12500 Baltimore Avenue				Beltsville	MD	20705	USA
SunEdison Semiconductor Ltd.	501 Pearl Drive				St. Peters	MO	63376	USA
Sunergy Construction Inc.	2940 Rubidoux Blvd				Riverside	CA	92509	USA
SunFusion Solar Electric, Inc	7766 Arjans Dr				San Diego	CA	92126	USA
Sungard Avantgard LLC	23975 Park Sorrento Ste 100				Calabasas	CA	91302	USA
Sunlight Solar Energy-Nvt	50 SE Scott St #13				Portland	OR	97702	USA
Sunsational Solar Inc-Solar	1448 Burton Mesa				Lompoc	CA	93436	USA
Superior Design International, Inc.	250 International Drive				Williamsville	NY	14221	USA
SVT 1100 Perimeter Park, LP	591 West Putnam Ave				Greenwich	CT	06830	USA
Swift Fire & Security (National) Ltd	Matthew Elliot House	64			Salford Quays		M50 2TS	United Kingdom
Systems Electric LLC	457 Lummistown Rd.				Cedarville	NJ	08311	USA
T Guzy Enterprises LLC-Solar	1463 Marchbanks Dr. #2				Walnut Creek	CA	94598	USA
Tady, Chad A	2 Cityplace Drive				St. Louis	MO	63141	USA
Tangent Energy Solutions, Inc.	PO Box 1140				Kennett Square	PA	19348	USA
Tangoe, Inc	35 Executive Blvd.				Orange	CT	06477	USA
Tavrida Electric North America Inc	115 Cliveden Ave.				Delta	BC	V3M6G9	Canada
Taylor, Brian E	2 Cityplace Drive				St. Louis	MO	63141	USA
Taylor, Daniel	2 Cityplace Drive				St. Louis	MO	63141	USA
Tech Mahindra Ltd	Plot no.22 to 25 & 27 to 34,	Hyderabad			Telangana State		500081	India
Technology Finance Corp. C/O Ascentium Capital LLC	P.O. Box 301593				Dallas	TX	75303-1593	USA
Tecsolgeo	22 Notting Hill Gate, Suite 396				London		W113JE	United Kingdom
Teeling, Bruce A	2 Cityplace Drive				St. Louis	MO	63141	USA
Teracal Corporation Dept. 116004	PO Box 5211	Dept. 1164			Binghamton	NY	13902-5211	USA
Terra Nova Renewable Partners	270 Park Avenue				Manhattan	NY	10017	USA
Terrasmart LLC	9200 Estero Park Commons Blvd	Suite 7			Estero	FL	33928	USA
Tetra Tech Inc	350 Indiana Street	Suite 5			Golden	CO	80401	USA
Texas Commission On Environmental Quality	P.O. Box 13087				Austin	TX	78711-3087	USA
The Bloom Organization Of Sj	1300 Route 73, Suite 106				Mt. Laurel	NJ	08054	USA
The Hackett Group	1001 Brickell Bay Drive Suite 3000				Miami	FL	33131	USA
The Hertz Corporation	PO Box 121124				Dallas	TX	75312-1124	USA

SunEdison Inc.

Retained Causes of Action Listing

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 548, and 550 of the Bankruptcy Code

DRAFT as of 7/6/17

DRAFT- SUBJECT TO MATERIAL CHANGE

Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Thiel, James	2 Cityplace Drive				St. Louis	MO	63141	USA
Thies Jr, Denzil Delane	55 9th st	Apt 35			San Francisco	CA	94103	USA
Thomas A. Coleman	6694 Old U.S. # 1				Wadley	GA	30477	USA
Thomson Reuters Tax Accounting Inc	1500 Spring Garden St 4th Flr				Philadelphia	PA	19130	USA
Thomson Weir LLC	420 W.Capitol Avenue,	Suite 4			Springfield	IL	62704	USA
Thresher Communication & Productivity Inc	3965 Hamilton Park Dr				San Jose	CA	95130	USA
Thunderbird Logistics	Interstate Capital Corp.	P.O. Box 915183			Dallas	TX	75391-5183	USA
Thuraisingham, Ravi	10420 Majestic Court				Parkland	FL	33076	USA
Thyssen Krupp Elevator	2801 Network Blvd Ste 700				Frisco	TX	75034	USA
Timothy Derrick	2 Cityplace Drive				St. Louis	MO	63141	USA
Tk Hvac & Electrical Services	11910 N Olive St.				El Mirage	AZ	85335	USA
TLT Solicitors	Redcliff Street				Bristol		BS1 6TP	United Kingdom
Tomaszewski, John	2 Cityplace Drive				St. Louis	MO	63141	USA
Top Quality Services LLC	66 Melbourne Street				Edison	NJ	08817	USA
Tordjaman, Ilan	2 Cityplace Drive				St. Louis	MO	63141	USA
Town Of Andover	Town of Andover - Office of Tax C	P.O. Box 99			Andover	MA	01810	USA
Town Of Belchertown	Town of Belchertown	P.O. Box 67			Belchertown	MA	01007-0607	USA
Town Of Berkley Tax Collector	1 N Main St #3				Berkley	MA	02779	USA
Town Of Berlin	23 Linden St.,				Berlin	MA	01503	USA
Town Of Dartmouth	P.O. Box 981003				Boston	MA	02298-1003	USA
Town Of Franklin	355 East Central Street	Municipal Building			Franklin	MA	02038	USA
Town Of Grafton	30 Providence Rd.				Grafton	MA	01519	USA
Town Of Holliston Tax Office	Tax Office	P.O. Box 6737			Holliston	MA	01746	USA
Town Of Mattapoisett	P. O. Box 433				Mattapoisett	MA	02739	USA
Town Of Monson	110 Main Street				Monson	MA	01057	USA
Town Of Norton Tax Collector	icpality) Town of Norton-	Tax Collector, 7 East Main St.			Norton	MA	02766	USA
Town Of Plymouth	11 Lincoln Street				Plymouth	MA	02360	USA
Town Of Rutland	P.O. Box 397				Fitchburg	MA	01420	USA
Town Of Salisbury	5 Beach Road				Salisbury	MA	01952	USA
Town Of Springfield	PO Box 13				Springfield	ME	04487	USA
Town Of Sterling Tax Collector	1114 Plainfield Pike				Oneco	CT	06373	USA
Township Of Robbinsville	1 Washington Blvd				Robbinsville	NJ	08691	USA
Toyota Motor Credit	Dbas: Toyota Financial Services	191 S. Western Ave.			Torrance	CA	90501	USA
Tr Corona Commerce Center LLC	PO Box 310300	Property 7411			Des Moines	IA	50331-0300	USA
Transamerica	433 Edgewoodrd NE				Cedar Rapids	IA	52499	USA
Transwood Inc	2565 St Marys Ave				Omaha	NE	68101	USA
TRC Companies, Inc.	21 Griffin Road North				Windsor	CT	06095	USA
Treasury Alliance Group, LLC	5 South Washington Street, #435				Naperville	IL	60566	USA
Trimark Associates, Inc.	2365 Iron Point Rd Suite 100				Folsom	CA	95630	USA
Trinity Solar	2211 Allenwood Rd				Wall Township	NJ	07719	USA
Triple Crown Solar Structures Inc.	940 Windham CT Ste 7				Youngstown	OH	44512-5060	USA
Triple E Farms LLC	1796 VT Rte 22A				Bridport	VT	05734	USA
True South Renewables Inc	1690 Scenic Ave				Costa Mesa	CA	92626-1410	USA
Ttcal-Vi-Reit-Col Jackson	11 Lorong 3 Toa Payoh Block D				Singapore	SG	319579	Singapore
Tuas Power Supply Pte Ltd	111 Somerset Road Tripleone				Somerset 13-06	SG	238164	Singapore
Tueth Keeney Cooper Mohan & JacksADT P.C.	Jackstadt P.C.	34 N Meramec #6			St Louis	MO	63105	USA
Tulare County Tax Collector, Rita A. Woodard	221 S Mooney Blvd #104E				Visalia	CA	93291	USA
Turner, Tracey L	2 Cityplace Drive				St. Louis	MO	63141	USA
Tuv Sud Cert & Test China Shh	NO. 88, Heng Tong Road				Shanghai	2	200070	China
U S Security Associates	200 Mansell Court 5th Floor				ROSWELL	GA	30076	USA
U.S Customs And Border Protection	6650 Telecom Dr				Indianapolis	IN	46278	USA
UCPC Limited	Huntingdon Road	Mount Pleasant House	Suite A, Floor 1		Cambridge	CB30RN		United Kingdom
United Rentals (North America) Inc.	Inc. 100 First Stamford Place,	Suite 7			Stemford	CT	06902	USA
United Site Services Of California	50 Washington St. Suite 1000				Westborough	MA	01581	USA
United Site Services Of Maryland, Inc.	50 Washington St. Suite 1000				Westborough	MA	01581	USA
United Site Services, Inc.	50 Washington St. Suite 1000				Westborough	MA	01581	USA
United Steelworkers International Union	60 Blvd of the Allies				Pittsburgh	PA	15222	USA
Uria Menendez Abogados S.L.P.	Principe de Vergara, 187: Plaza				Madrid	28	28002	Spain
US Customs & Border Protection	6650 Telecom Dr				Indianapolis	IN	46278	USA
US Ecology Texas Inc	3277 Co Rd 69				Robstown	TX	78380	USA
Us Healthworks Medical Group	1600 Genessee Ste 700				Kansas City	MO	64102	USA
US Security Associates Inc	200 Mansell Court	5th Floor			Roswell	GA	30076	USA
UTS Environmental	9000 Liberty Rd				Houston	TX	77028	USA
V3 Electric	4972 Robert J Mathews Parkway				El Dorado Hills	CA	95762	USA
Valliere, Bernard	2 Cityplace Drive				St. Louis	MO	63141	USA
Van Patten, Marc C	2 Cityplace Drive				St. Louis	MO	63141	USA
Vanasse Hangen Brustlin Inc	101 Walnut Street	Post Office Box 9151			Watertown	MA	02471	USA
Vaughn Industries LLC	1201 E. Findlay Street				Carey	OH	43316	USA
Velocify, Inc	222 N. Sepulveda Blvd, Suite 1800				El Segundo	CA	90245	USA
Vendorpass Inc	10151 Deenwood Park Blvd Bldg 200				Jacksonville	FL	32256	USA
Verizon Communications Inc.	PO Box 660794				Dallas	TX	75266-0794	USA

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Third Party	Address1	Address2	Address3	Address4	City	State	Zip	Country
Viasyn Inc	2440 Camino Ramon	Ste 299			San Ramon	CA	94583	USA
Viewqwest Pte Ltd	200 Bukit Timah Road				Singapore	SG	229862	Singapore
Vikas Desai	2 Cityplace Drive				St. Louis	MO	63141	USA
Vision Service Plan	3333 Quality Dr				Rancho Cordova	CA	95670	USA
Vogt Solar	St Johns Innovation Centre	Cowley Road			Cambridge		CB4 0WS	United Kingdom
Volpe, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Vortex Web Solutions LLC	54665 CR 33				Middlebury	IN	46540	USA
Voss, Stephen	2 Cityplace Drive				St. Louis	MO	63141	USA
Vossoughi, Sasan	2 Cityplace Drive				St. Louis	MO	63141	USA
Vwr Corp	1050 Satellite Blvd				Suwanee	GA	30024	USA
W. Joe Shaw, Inc.	4101 W Pinecrest Dr.				Marshall	TX	75670	USA
Wade, Kenneth	2 Cityplace Drive				St. Louis	MO	63141	USA
Wageworks, Inc.	Corporate Office				San Francisco	CA	94145-0772	USA
Walters Wholesale Electric Company	3375 E Slauson Avenue				Vernon	CA	90058	USA
Watson, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA
Weber, Andrew J	2 Cityplace Drive				St. Louis	MO	63141	USA
Webfilings LLC Dbw Workiva	2900 University Blvd				Ames	IA	50010	USA
WeGen Solar Inc.	1511 E Orangethorpe Ave				Fullerton	CA	92831	USA
Wells Fargo Bank N.A.	P.O. Box 63020				San Francisco	CA	94163	USA
Wep Tower D Co LP	c/o Greenberg Traurig, LLP	Attn: Daniel J. Ansell & Heath Kushnick	2 Park Avenue		New York	NY	10166	USA
Werksmans Attorneys	Private Bag 10015, Sandton				Gauteng		2146	South Africa
West Coast Solar, Inc.	2155 Elkins Way				Brentwood	CA	94513	USA
Western Oilfield Supply Co	3404 State Road				Bakersfield	CA	93308	USA
Westland Resources Inc	4001 E Paradise Falls Drive				Tucson	AZ	85712	USA
Westwood Professional Services Inc.		7699 Anagram Drive			Eden Prairie	MN	55344	USA
Wfwp Tower D Co. L.P.	c/o Greenberg Traurig, LLP	Attn: Daniel J. Ansell & Heath Kushnick	2 Park Avenue		New York	NY	10166	USA
WGL Holdings (Washington Gas/ WGSW Inc.)	101 Constitution Ave NW				Washington DC	DC	20001	USA
White, Chris	2 Cityplace Drive				St. Louis	MO	63141	USA
Wholesale Carrier Services Inc	12350 NW 39th St Ste 101				Coral Springs	FL	33065-2418	USA
Wilks Lukoff & Bracegirdle LLC	1300 N Grant Ave #100				Wilmington	DE	19806	USA
Willard H. Wheeler	2 Cityplace Drive				St. Louis	MO	63141	USA
Williams, Garry Ian	2 Cityplace Drive				St. Louis	MO	63141	USA
Williamson, Susan	2 Cityplace Drive				St. Louis	MO	63141	USA
Wilmington Trust Company Fees And Payments Unit (other than in capacity as Released Party)	Fees And Payments Unit	Post Office Box 8955			Wilmington	DE	19899-8955	USA
Wilson, Joshua	2 Cityplace Drive				St. Louis	MO	63141	USA
Winmax Systems Corporation	1551 McCarthy Blvd. Ste 101				Milpitas	CA	95035	USA
Wolf, Christina	2 Cityplace Drive				St. Louis	MO	63141	USA
Woo Jin An	2 Cityplace Drive				St. Louis	MO	63141	USA
Woodlawn Associates	1 South Wacker Drive, Suite 200				Chicago	IL	60606	USA
Woongjin Energy Company Limited	37, Gwanpyeong-dong	Techno 2-ro	Yuseong-Gu		Daejeon			Korea
Wright, Kimberly	2 Cityplace Drive				St. Louis	MO	63141	USA
Xcel Energy	Attn: President or General Counsel	Post Office Box 9477			Minneapolis	MN	55484-9477	USA
Xi'an LONGi Silicon Materials Corp	No. 388, Middle Hangtian Road				Chang'an District	Xi'an City		China
XOOM Solar LLC	11208 Statesville Rd #200				Huntersville	NC	28078	USA
Yavapai County Treasurer	1015 FAIR ST				Prescott	AZ	86305-1807	USA
Younesazadeh, Sam	2 Cityplace Drive				St. Louis	MO	63141	USA
Zack Darling Creative Associates LLC	751 4th St.,				Santa Rosa	CA	95404-4407	USA
Zajicek, Christina	2 Cityplace Drive				St. Louis	MO	63141	USA
Zero Chaos	2807 Allen ST 730				Dallas	TX	75204	USA
Zglobal Inc.	604 Sutter Street, Suite 250				Folsom	CA	95630	USA
Zhonghuan Semiconductor Corporation	No. 12 East Haitai Road	Huayuan Industrial Park			Tianjin			China
Ziemke, Michael	2 Cityplace Drive				St. Louis	MO	63141	USA